



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DEP13005

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CHUCK BOWMAN
 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/07/2008				

BID OPENING DATE: 10/01/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF BENHAM GROUP NOW UNDER REVOKED PERMIT NUMBER(S) 120-79, ON A SITE OF APPROXIMATELY TEN (10) ACRES IN BOONE CO. NEAR NELLIS, WV. A MANDATORY ON-SITE PRE-BID MEETING IS SCHEDULED FOR 08/28/08 AT 10:00AM. FAILURE TO ATTEND THIS MANDATORY MEETING WILL RESULT IN THE DISQUALIFICATION OF ANY BID SUBMITTED BY A VENDOR NOT IN ATTENDANCE. DIRECTIONS TO SITE & PRE-BID MEETING: FROM CHARLESTON, TAKE I-77/64 EAST TO MARMET EXIT, GO RIGHT ONTO RT. 94E. TRAVEL SEVEN (7) MILES TO THE TOP OF THE HILL, TURN RIGHT ONTO RT. 75. TRAVEL 7.3 MILES (YOU WILL TRAVEL UNDER A RAILROAD OVERPASS, TURN LEFT, CROSS THE RIVER, AND BEAR LEFT.) THE MOUTH OF THE ACCESS ROAD WILL BE ON THE LEFT. THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND OTHER NECESSARY SERVICES SO AS TO						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DEP13005

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CHUCK BOWMAN
 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/07/2008				

BID OPENING DATE: 10/01/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ACCOMPLISH THE ITEMS AS SPECIFIED IN THIS CONTRACT.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, PURCHASING DIVISION.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR BOONE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DEP13005

PAGE
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CHUCK BOWMAN
 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/07/2008				

BID OPENING DATE: 10/01/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DEP13005

PAGE
 4

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CHUCK BOWMAN
 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/07/2008				

BID OPENING DATE: 10/01/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME -</p> <p>CONTRACTORS LICENSE NO. -</p> <p>THE SUCCESSFUL BIDDER WILL REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DEP13005

PAGE
 5

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CHUCK BOWMAN
 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/07/2008				

BID OPENING DATE: 10/01/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM, GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS %20 OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE %30 OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DEPI3005

PAGE
 6

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CHUCK BOWMAN
 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/07/2008				

BID OPENING DATE: 10/01/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DEP13005

PAGE
 7

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CHUCK BOWMAN
 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/07/2008				

BID OPENING DATE: 10/01/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: DEP13005</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DEP13005

PAGE
 8

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CHUCK BOWMAN
 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/07/2008				

BID OPENING DATE: 10/01/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE COMPANY DATE</p> <p>REV. 11/96</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DEP13005

PAGE
 9

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 CHUCK BOWMAN
 304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/07/2008				

BID OPENING DATE: 10/01/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:		CB-23				
RFQ. NO.:		DEP13005				
BID OPENING DATE:		10/01/2008				
BID OPENING TIME:		1:30 PM				
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						
***** THIS IS THE END OF RFQ DEP13005 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
ENDOR:

BUYER CB-23	PAGE 010	REQ. OR PG NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

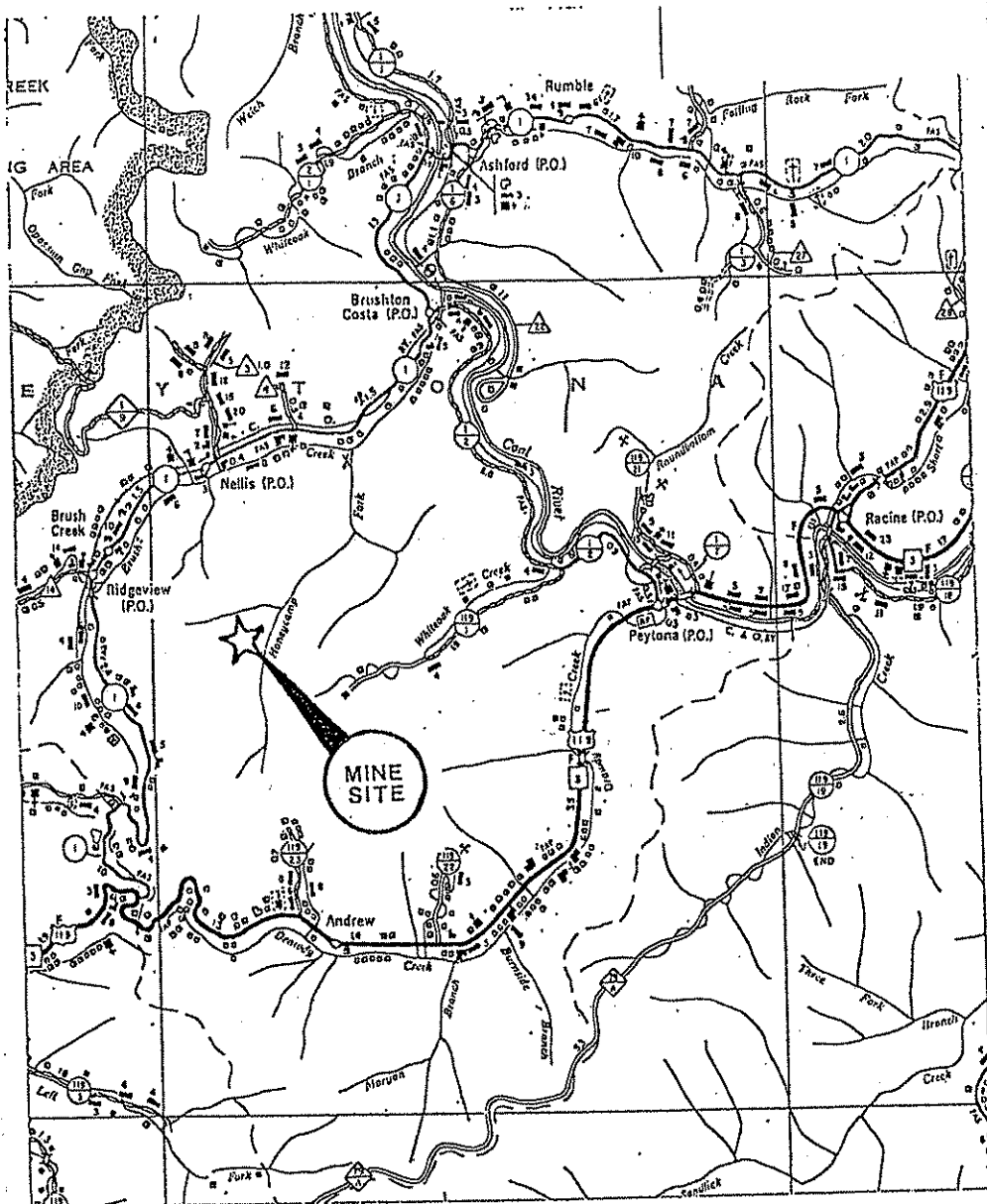
**DIRECTIONS
BENHAM GROUP
120-79**

From Charleston, take I77/64 East to Marmet exit, go right on Rt. 94E. Go seven (7) miles to the top of the hill, turn right onto Rt. 75. Travel 7.3 miles (you will go under a railroad overpass, turn left and cross the river and bear left). The mouth of the access road will be on the left.

OFFICE OF SPECIAL RECLAMATION	
DIRECTIONS	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

V-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 011	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



BENHAM GROUP 120-79

OFFICE OF SPECIAL RECLAMATION	
LOCATION MAP	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

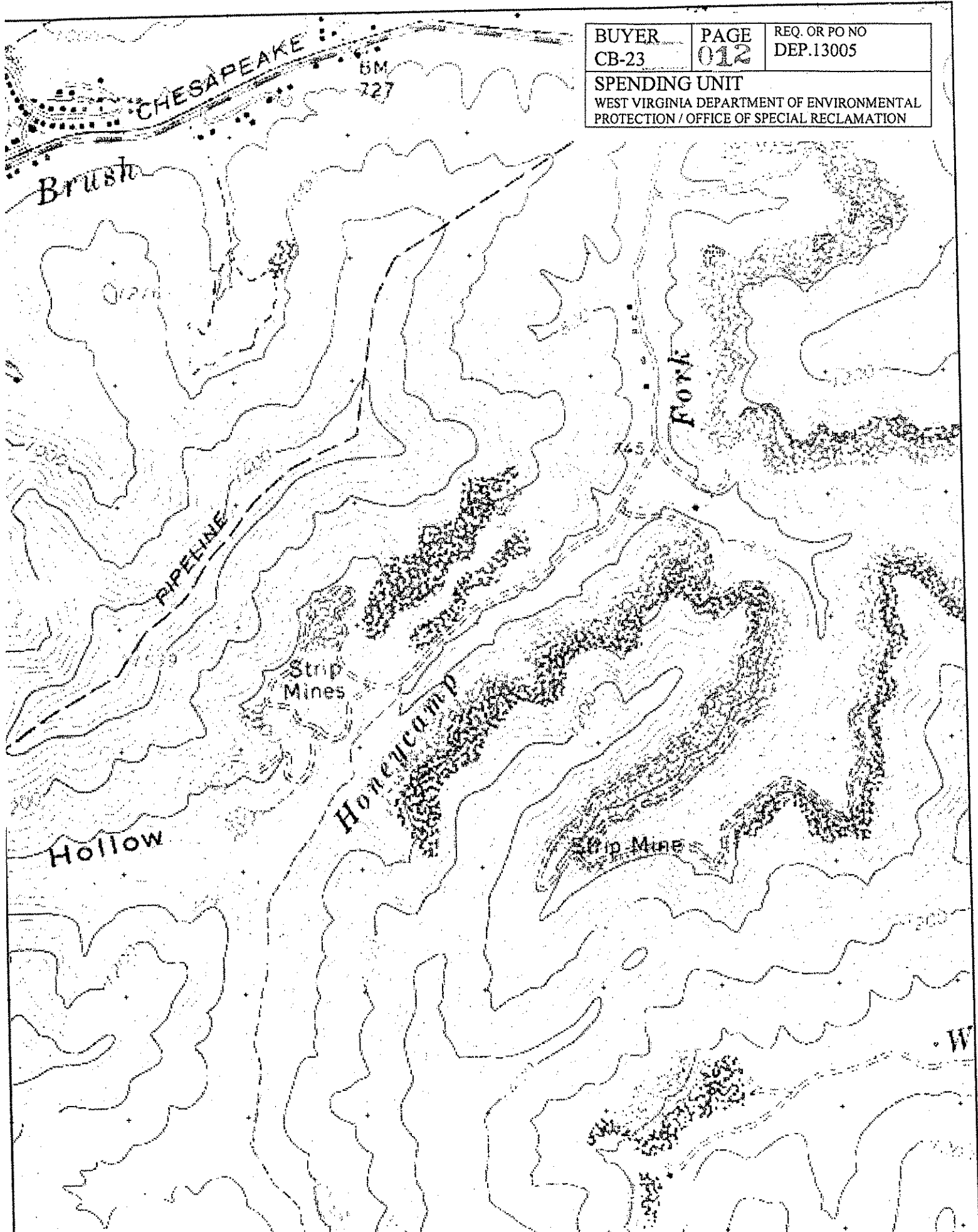
BUYER
CB-23

PAGE
012

REQ. OR PO NO
DEP.13005

SPENDING UNIT

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL
PROTECTION / OFFICE OF SPECIAL RECLAMATION



BUYER..... CB-23.....	PAGE 013	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Benham Group, Permit 120-79, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

Work necessary on this site will include the following items, but is not limited to these:

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item 1.0. If, fuel and lubricants are to be stored on site, bid item 2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
2. Storm water management in the form as described in bid item # 8.0 shall be installed.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling is required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item # 6.0)
5. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
6. Clean out, to unobstructed flow, three mine seal pipes. (See attached specifications and/or plans.)
7. Re-structure the face of the valley fill to a two foot (2') horizontal/one foot (1') vertical slope. Benches will be established at fifty foot (50') elevation intervals, with each bench being twenty feet (20') wide. Each bench will be graded with a 2%-3% slope toward the inside, with drainage directed on a 2% grade across the bench, and to approximately two hundred linear feet (200') of grass lined V-ditch number three (#3), on the left side of face, and conveying water to beaver dam number two (#2). The cost of grass lined V-ditch number three (#3) will be inclusive to the cost of re-structuring of valley fill face. (See attached specifications and/or plans)
8. Repair slip number one (#1) with graded material from repaired slip stored nearby at a designated area by the inspector during pre-bid. A rock toe buttress will be constructed at the base of the slip with limestone, at least twenty-five percent (25%) of which will be twenty four inches (24") in diameter and the rest standard. Another buttress, of standard limestone, will be constructed just under the roadway. Also, two (2) finger drains, of standard limestone, will be constructed running from top to bottom. All stone will be wrapped with non-woven filter fabric. Surface will be covered with topsoil, graded, seeded, fertilized, and mulched. The cost of the limestone, non-woven filter fabric, seed, fertilizer, and mulch will be inclusive to the cost of slip-repair #1. (See attached specifications and/or plans.)
9. Repair slip number two (#2) with graded material stored nearby at a designated area by the inspector during pre-bid. A rock toe buttress will be constructed at the base of the slip with limestone, at least twenty-five percent (25%) of which will be twenty four inches (24") in diameter and the rest standard. Another buttress, of standard limestone, will be constructed just under the roadway. Also, two (2) finger drains, of standard limestone, will be constructed running from top to bottom. All stone will be wrapped with non woven filter fabric. Surface will be covered with topsoil, graded, seeded, fertilized, and mulched. The cost of the

BUYER CB-23	PAGE 4	REQ. OR PO NO. DEP13005
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

limestone, non-woven filter fabric, seed, fertilizer, and mulch will be inclusive to the cost of slip-repair #2. (See attached specifications and/or plans.)

10. Repair slip number three (#3) with graded material stored nearby at a designated area by the inspector during pre-bid. A rock toe buttress will be constructed with limestone, twenty-five percent (25%) of which will be at least twenty four inches (24") in diameter and the rest standard. Another buttress, of standard limestone, will be constructed just under the roadway. Also, two (2) finger drains, of standard limestone, will be constructed running from top to bottom. All stone will be wrapped with non-woven filter fabric. Surface will be covered with topsoil, graded, seeded, fertilized, and mulched. The cost of the limestone, non-woven filter fabric, seed, fertilizer, and mulch will be inclusive to the cost of slip-repair #3. (See attached specifications and/or plans.)
11. Construct two (2) finger drain collection systems at the designated areas along V-ditch number five (#5). Each system will have three (3) two foot (2') by two foot (2') underdrains at approximately fifteen foot (15') intervals, and discharge into V-ditch number five (#5). The finger drains will run at a forty five degree (45°) angle upslope and will be constructed with three inch (3") to four inch (4") clean sandstone. Each drain will have installed a perforated eight inch (8") schedule forty (40) PVC pipe, and will have animal guards at the end of each one. All finger drains will be wrapped in filter fabric, and will have three (3") inches of clean sandstone on the bottom. The cost of the pipe, filter fabric, animal guards, and clean sandstone will be inclusive to the cost of the finger drains. (See attached specifications and/or plans.)
12. Construct a raw water pond with anchor pad. Pond will be lined with sixty (60) mil "poly-flex" liner. Install two (2) twelve inch (12") schedule forty (40) PVC risers, approximately fifty feet (50') of twelve inch (12") DR17 intake line, and approximately fifty feet (50') of twelve inch (12") HDPE DR17 intake line to transfer water from the risers to the aqua-fix treatment unit. Install a four inch (4") schedule forty (40) PVC riser, with a four inch (4") to two inch (2") reducer, and approximately fifty feet (50') of two inch (2") HDPE DR17 drive line to the aqua-fix unit. Install two (2) twelve inch (12") stainless steel knife valves, within sufficient sized boxes, in the intake and drain lines. The cost of the anchor pad, liner, risers, intake and drain lines, reducer, drive line, stainless steel knife valves and boxes, are all inclusive to the cost of the raw water pond. (See attached specifications and/or plans.)
13. Construct ponds numbers one and two (#1, #2) with spillways and AER-FLO, INC Tough Guy Turbidity Barriers, Type Two (2). Spillways will be constructed of grouted rock rip-rap. Ponds must be lined with sixty (60) mil "POLY-FLEX" liner to prevent water from leaching out. Install two (2) six inch (6") HDPE DR17 sludge pump line connection points, and approximately two hundred (200') linear feet of six inch (6") HDPE DR17 sludge conveyance line to convey sludge pumped from ponds to the sludge drying cells during cleaning. The spillways baffle curtains, and liners will be inclusive to the cost of the ponds. The six inch (6") HDPE DR17 sludge conveyance lines and connection points will be paid under a separate item. (See attached specifications and/or plans.)
14. Construct ponds numbers three and four (#3, #4) with spillways. Install Aero-Flow, Inc. Tough Guy Turbidity barriers, type two (2) baffle curtains in both ponds. The ponds must be lined with a sixty (60) mil "Poly Flex" liner to prevent water from leaching out. Splashpads and spillways will be grouted rock rip-rap. The cost of the baffle curtains, spillways and liner will be inclusive to the cost of the ponds. (See attached specifications and/or plans.)
15. Construct polishing pond number five (#5) with spillway. Pond will be lined with a sixty (60) mil "Poly Flex" liner to prevent leaching. Splashpad and spillway must be grouted rock rip-rap. The cost of the spillway and liner will be inclusive to the cost of the pond. (See attached specifications and/or plans.)

BUYER CB-23	PAGE 015	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
Vendor:

16. Construct alkalinity cell number one (#1), approximately one hundred twenty five feet (125') long and thirty feet (30') wide, immediately before beaver dam #1. The large boulders presently in the pond will be repositioned along the sides of the drain, and the sediment cleaned out before placing the limestone in the bed. The bottom of the cell will be covered with at least six inches (6") of crusher run. A one foot (1') layer of limestone, three (3") to four (4") inches in diameter, will be spread evenly over the layer of crusher run. The cost of cleaning the sediment, repositioning of the boulders, and all stone and crusher run will be inclusive to the cost of the alkalinity cell #1. (See attached specifications and/or plans.)
17. Construct alkalinity cell number two (#2), approximately thirty (30') feet long and fifteen feet (15') wide, immediately below beaver dam number one (#1) and before limestone check dam #1. Bottom of cell will be covered by six inches (6") of crusher run. A one foot (1') layer of limestone, three (3") to four (4") inches in diameter, will be spread evenly over the crusher run. Construct limestone check dam number one (#1) below alkalinity cell number two (#2) to provide additional passive water treatment and to provide a fail safe for the beaver dam. Limestone for check dam will be six inches (6") to twenty four inches (24") in diameter. The cost of the limestone, crusher run and limestone check dam #1 will be inclusive to the cost of alkalinity cell #2. (See attached specifications and/or plans.)
18. Construct alkalinity cell number three (#3) downstream from beaver dam #2. Cell will be approximately ninety feet (90') long and sixty feet (60') wide. The bottom of the cell will be covered with six inches (6") of crusher run. A one foot (1') layer of limestone, three (3") to four inches (4") in diameter, will be spread evenly over the layer of crusher run. Construct limestone rip-rap check dam number two (#2) below toe alkalinity cell number three (#3). Limestone for the check dam will be six inches (6") to twenty four inches (24") in diameter. The cost of the limestone, crusher run, and check dam #2 will be inclusive to the cost of alkalinity cell number three (#3). (See attached specifications and/or plans.)
19. Construct drying cell number one (1), with splash pad and underdrain collection system, to receive sludge pumped from pond numbers one (1), two (2), three (3), and four (4). The underdrain collection system will consist of an entrenched one foot (1') thick layer of Ohio River Valley sand over a two (2') foot thick layer of number four (#4) clean sandstone with three (3) six inch (6") SCR 35 perforated underdrain lines wrapped in filter fabric. A grouted rip-rap spillway will connect drying cell number one (1) to drying cell number two (2). The cost of the splash pad, underdrain collection system, filter fabric, and grouted rip-rap spillway will be inclusive to the cost of drying cell #1. (See attached specifications and/or plans) Construct drying cell number two (2) with an underdrain collection system and spillway to connect drying cell #2 to drying cell #3. They underdrain collection system will consist of an entrenched one foot (1') thick layer of Ohio River Valley sand over a two foot (2') thick layer of number four (#4) clean sandstone, with three (3) six inch (6") SCR 35 perforated underdrain lines wrapped in filter fabric. The cost for the spillway, underdrain collection system, and filter fabric will be inclusive to the cost of drying cell #2. (See attached specifications and/or plans)
20. Construct drying cell number three (#3), with an underdrain collection system. The underdrain collection system will consist of a one foot thick layer of Ohio River Valley sand over a two (2') foot thick layer of number four (#4) clean sandstone, with three (3) six inch (6") SCR 35 perforated underdrain lines wrapped in filter fabric. Install a headwall to anchor the conveyance line. Install approximately seven hundred linear feet (700') of six inch (6") HDPE DR17 conveyance line to convey the water from the drying cells to the raw water pond. A six inch (6") stainless steel knife valve, situated in a box of sufficient size to allow easy access, will be installed in the line between the cell and the raw water pond. The cost of the underdrain collection system, filter fabric, and headwall will be inclusive to the cost of the drying cell #3. The cost for the seven hundred linear feet (700') of pipe, knife valve and box will be paid on separate item. (See attached specifications and/or plans).

BUYER CB-23	PAGE 016	REQ. OR PO NO. DEP13005
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

21. Construct a sump to collect runoff from a small seep just below the Aqua-Fix Unit. Install a twenty five linear foot (25') section of twenty four inch (24") corrugated plastic culvert under the existing access road to convey drainage to an existing channel which flows to beaver pond #2. Sump will be equipped with a HDPE "Poly-Flex" liner with a sixty (60) mil thickness, or equivalent, which shall be fused on site and not leak. The liner shall cover the entire inside of the sump and be anchored in at the top. The cost of the 24" corrugated plastic culvert and the HDPE "Poly-Flex" liner will be inclusive to the cost of the sump. (See attached specifications and/or plans.)
22. Construct approximately one hundred linear feet (100') of limestone V-ditch number two (#2), of three inch (3") to five inch (5") in diameter, to convey flow from aqua-fix unit to the headwall. Install approximately fifty linear feet (50') of six inch (6") HDPE DR17 conveyance line to carry flow from headwall to pond number one (#1). Install approximately one hundred linear feet (100') of six inch (6") HDPE DR17 conveyance line to carry flow from headwall to pond number two (#2). Each line will have installed a six inch (6") stainless knife valve, situated in a box of sufficient size to allow easy access. The costs of the headwall and limestone rip-rap are inclusive to the cost of V-ditch #2. The 6" HDPE DR17 pipe, stainless steel knife valves and boxes are paid on separate item. (See attached specifications and/or plans)
23. Install the water treatment unit. This will consist of an Aqua-Fix unit, and include the construction and installation of a tip bucket, concrete foundation, five (5) ton silo, steel enclosure, and a crane for lifting the unit and silo. The cost of the tip bucket, concrete foundation, silo, steel enclosure and crane will be inclusive to the cost of the water treatment facility. (See attached specifications and/or plans.)
24. Re-construct approximately eleven hundred ten linear feet (1,110') of access road number four (#4), with crossing at intersection of V-ditch number one (#1), and construct limestone rip-rap V-ditch number (#5) to collect all seeps along bench on eastern side of the permit and convey to raw water pond. This ditch must be built to allow discharge from finger-drains to enter ditch and run freely to raw water pond. Both access road, crossing, and V-ditch will be paid on same item. (See attached specifications and/or plans.)
25. Re-construct approximately eleven hundred fifty linear feet (1,150') of existing limestone V-ditch number one (#1) to collect seeps below V-ditch number five (#5) and convey to V-ditch number five (#5) before going into raw water pond. All work for this channel will be inclusive to limestone V-ditch #1. (See attached specifications and/or plans.)
26. Re-construct approximately nine hundred seventy five linear feet of access road number two (#2), and approximately nine hundred seventy -five linear feet of limestone V-ditch number three (#3) to convey seeps starting from high point of bench on western side of permit area and flow freely to natural stream channel above beaver dam impoundment. Both access road and V-ditch will be paid on same item. (See attached specifications and/or plans.)
27. Re-construct approximately nine hundred linear feet (900') access road #3, and limestone V-ditch number four (#4) to convey seeps starting from high point of the bench on the western side of permit area and run freely to limestone rip-rap channel number four (#4) below the beaver dam. Both access road and V-ditch will be paid on same item. (See attached specifications and/or plans.)
28. Construct approximately five hundred linear feet (500') of channel number one (#1), starting immediately downstream of limestone check dam #1 and connecting to grouted channel number four-a (#4-a). All work for this channel will be inclusive to channel number four (#4). (See attached specifications and/or plans.)

BUYER CB-23	PAGE 017	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

29. Construct approximately two hundred linear feet (200') of grouted rip-rap channel number four-a (4a) starting at the top of the valley fill and continuing to the headwaters of beaver dam number two (#2). All work for this channel will be inclusive to grouted rip-rap channel number four-a (4a). (See attached specifications and/or plans.)
30. The main access road to the site must be maintained and, upon completion of the project, left in good condition.
31. Construct approximately fifty linear feet (50') of pond clean out access road number one (#1). The cost of the stone and the woven filter fabric will be inclusive to the cost of the road. (See attached specifications and/or plans.)
32. Construct approximately one hundred twenty five feet (125') of pond clean out access road number two (#2). The cost of the stone and the woven filter-fabric will be inclusive to the cost of the road. (See attached specifications and/or plans)
33. Construct approximately three hundred fifty linear feet (350') of drying cell access road. The cost of the stone and the woven filter fabric will be inclusive to the cost of the road. (See attached specifications and/or plans)
34. Re-grade approximately thirteen hundred feet (1,300') of existing access road number one (#1) from low water crossing to end of alkalinity cell number one (#1) and construct approximately three hundred feet (300') of two foot (2') deep grass lined road ditch for drainage. The cost of the road ditch, stone, and the woven filter fabric will be inclusive to the cost of the road. (See attached specifications and/or plans.)
35. Install approximately two thousand linear feet (2000') of haybale dike to control surface runoff from disturbed areas as shown on site plans and/or as determined on site by the D.E. P. field rep. (See attached specifications and/or plans.)
36. Regrade all disturbed areas to a tracked and finished surface ready for revegetation.
37. Revegetate approximately ten (10) acres according to the attached specifications and/or plans.
38. Remove all junk and debris from site. *Documentation of proper disposal must be provided, with invoice.

I, David B. McCoy, the undersigned, hereby certify¹ that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.

David B. McCoy 14375
D. STATE OF
Registered Professional Engineer WV No. 14375 Date: 7-8-2008

¹ The term "certify" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee, either expressed or implied.

IV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>BENHAM GROUP</u>				
PERMIT NUMBER(S): <u>120-79</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION/PROJECT SIGN (5% Total Bid Maximum for this permit)</u>	LUMP SUM	\$ _____
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)(\$1,000.00 Maximum Bid for this permit)</u>	LUMP SUM	\$ _____
3.0	LUMP SUM	<u>ACCESS ROAD MAINTENANCE</u>	LUMP SUM	\$ _____
4.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ _____
5.0	<u>REVEGETATION</u>			
5.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ _____
5.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ _____
5.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ _____
5.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ _____
6.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u>	LUMP SUM	\$ _____
<u>WATER QUALITY ABATEMENT</u>				
7.0	<u>WATER TREATMENT PONDS</u>			
7.1	LUMP SUM	<u>POND NUMBER ONE (#1)</u>	LUMP SUM	\$ _____
7.2	LUMP SUM	<u>POND NUMBER TWO (#2)</u>	LUMP SUM	\$ _____
7.3	LUMP SUM	<u>POND NUMBER THREE (#3)</u>	LUMP SUM	\$ _____

WV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
7.4	LUMP SUM	<u>POND NUMBER FOUR (#4)</u>	LUMP SUM	\$ _____
7.5	LUMP SUM	<u>POND NUMBER FIVE (#5) (POLISHING POND)</u>	LUMP SUM	\$ _____
7.6	LUMP SUM	<u>RAW WATER POND</u>	LUMP SUM	\$ _____
7.7	LUMP SUM	<u>ALKALINITY CELL NUMBER ONE (#1)</u>	LUMP SUM	\$ _____
7.8	LUMP SUM	<u>ALKALINITY CELL NUMBER TWO (#2), LIMESTONE CHECK DAM</u>	LUMP SUM	\$ _____
7.9	LUMP SUM	<u>ALKALINITY CELL NUMBER THREE (#3), LIMESTONE CHECK DAM</u>	LUMP SUM	\$ _____
7.10	LUMP SUM	<u>SUMP</u>	LUMP SUM	\$ _____
8.0	2000 LF	<u>HAYBALE DIKE (MAX. BID \$5.00 PER LF)</u>	\$ _____ LF	\$ _____
9.0	LUMP SUM	<u>GROUTED RIP-RAP CHANNEL NUMBER FOUR-A (#4A)</u>	LUMP SUM	\$ _____
10.0	LUMP SUM	<u>STRUCTURE AND DEBRIS REMOVAL</u>	LUMP SUM	\$ _____
11.0	LUMP SUM	<u>CLEAN DEEP MINE SEAL PIPES (wet type-acid producing seams)</u>	LUMP SUM	\$ _____
12.0		<u>OPEN LIMESTONE CHANNELS/V-DITCHES</u>		
12.1	LUMP SUM	<u>V-DITCH #5/ACCESS ROAD #4</u>	LUMP SUM	\$ _____
12.2	LUMP SUM	<u>V-DITCH #3/ACCESS ROAD #2</u>	LUMP SUM	\$ _____
12.3	LUMP SUM	<u>V-DITCH #4/ACCESS ROAD #3</u>	LUMP SUM	\$ _____
12.4	LUMP SUM	<u>CHANNEL #1</u>	LUMP SUM	\$ _____
12.5	LUMP SUM	<u>V-DITCH #1</u>	LUMP SUM	\$ _____
12.6	LUMP SUM	<u>V-DITCH #2</u>	LUMP SUM	\$ _____
13.0	LUMP SUM	<u>WATER TREATMENT UNIT</u>	LUMP SUM	\$ _____
14.0	LUMP SUM	<u>FINGER DRAIN COLLECTION SYSTEMS (TWO)</u>	LUMP SUM	\$ _____
15.0		<u>TREATMENT SITE ROADWAYS</u>		
15.1	LUMP SUM	<u>POND CLEAN-OUT ACCESS ROAD NUMBER ONE (#1)</u>	LUMP SUM	\$ _____
15.2	LUMP SUM	<u>POND CLEAN-OUT ACCESS ROAD NUMBER TWO (#2)</u>	LUMP SUM	\$ _____

IV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
15.3	LUMP SUM	<u>DRYING CELL ACCESS ROAD</u>	LUMP SUM	\$ _____
16.0		<u>DRYING CELLS</u>		
16.1	LUMP SUM	<u>DRYING CELL NUMBER ONE (#1)</u>	LUMP SUM	\$ _____
16.2	LUMP SUM	<u>DRYING CELL NUMBER TWO (#2)</u>	LUMP SUM	\$ _____
16.3	LUMP SUM	<u>DRYING CELL NUMBER THREE (#3)</u>	LUMP SUM	\$ _____
17.0		<u>HDPE DR17 PIPE</u>		
17.1	LUMP SUM	<u>SEVEN HUNDRED LINEAR FEET (700') SIX INCH (6") HDPE DR17 CONVEYANCE LINE FROM SLUDGE CELL NUMBER THREE TO LIMESTONE RIP-RAP CHANNEL NUMBER ONE (#1), STAINLESS STEEL KNIFE VALVE/BOX</u>	LUMP SUM	\$ _____
17.2	LUMP SUM	<u>TWO HUNDRED LINEAR FEET (200') SIX INCH (6") HDPE DR17 SLUDGE CONVEYANCE LINE, TWO (2) HDPE DR17 SLUDGE PUMP PORTS, CAPS</u>	LUMP SUM	\$ _____
17.3	LUMP SUM	<u>SEVENTY FIVE LINEAR FEET (75') SIX INCH (6") HDPE DR17 CONVEYANCE LINE FROM HEADWALL IN V-DITCH NUMBER TWO (#2 TO POND NUMBER ONE (#1), STAINLESS STEEL KNIFE VALVE./BOX</u>	LUMP SUM	\$ _____
17.3	LUMP SUM	<u>ONE HUNDRED FIFTY LINEAR FEET (150') SIX INCH (6") HDPE DR17 CONVEYANCE LINE FROM HEADWALL IN V-DITCH NUMBER TWO (#2) TO POND NUMBER TWO (#2), 6" STAINLESS STEEL KNIFE VALVE/BOX</u>	LUMP SUM	\$ _____
18.0	LUMP SUM	<u>CONSTRUCTED FENCING AND GATES</u>	LUMP SUM	\$ _____
19.0		<u>LAND RESTORATION</u> <u>BACKFILLING/REGRAIDING</u>		
19.1	LUMP SUM	<u>RESTRUCTURE VALLEY FILL FACE</u>	LUMP SUM	\$ _____
19.2	LUMP SUM	<u>SLIP NUMBER ONE (#1) REPAIR</u>	LUMP SUM	\$ _____
19.3	LUMP SUM	<u>SLIP NUMBER TWO (#2) REPAIR</u>	LUMP SUM	\$ _____
19.4	LUMP SUM	<u>SLIP NUMBER THREE (#3) REPAIR</u>	LUMP SUM	\$ _____
TOTAL				\$ _____

BUYER CB-23	PAGE 021	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

BID ITEM TECHNICAL SPECIFICATIONS

1.0 MOBILIZATION/DEMobilIZATION

This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment and other facilities to the project site necessary to begin work on a substantial phase of the contract. It shall also include installation of a project sign according to the attached specification and all demobilization activities. No deduction will be made nor will any increase be made in the Lump Sum Mobilization/Demobilization Item Amount, regardless of decreases or increases in the final total contract amount or for any other cause. (Shall not exceed 5% of the Total Bid for this permit.)

Prior to demobilization, an inspection is required to be conducted by the Department of Environmental Protection's Specialist and the contractor to insure compliance with contract performance.

2.0 SPILL CONTAINMENT AREA (S.C.A.)

Spill containment measures shall be used for fuel and lubricant storage areas. All containers, barrels, buckets, cans, etc., are to be legally disposed of off site. Used lubricants are to be disposed of according to state law to minimize pollution to the local surface and ground water supplies. Spills are the responsibility of the contractor and need immediate clean up and maintained at no expense to the State. This S.C.A. shall be constructed in accordance with the typical drawing specification. (See Attachment) Alternate containment measures will be considered for approval by the Program Manager if acceptable results can be shown. Fuel tanks manufactured with secondary containment are acceptable. Minimum secondary containment is 110 percent. (Bid limited to \$1,000.00 maximum)

3.0, 12.2, 12.3 HAULROAD/ACCESS ROAD

The contractor shall maintain and/or construct haul-road/access road during the reclamation process to provide access on a well drained surface. The access road to and on the reclamation site shall be graded, sloped, and maintained to drain to provide a road surface free of excessive mud and standing waters at all times while work is in progress. Roads which are below the project shall be guarded against rolling rock and free there from. Dust-control measures may be necessary if hauling creates airborne material. Snow removal to be included in this item.

4.0, 19.1, 19.2, 19.3, 19.4 BACKFILLING

Areas of this project, including Slips Number One (1), Two (2), and Three (3), and the Valley Fill Face, subject to backfilling to achieve the post-mining land-use shall: be accomplished in a continuous concurrent manner on all surface disturbances within the original permit and associated disturbed areas as existing at bid showing; be filled by mechanical methods to produce slopes of consistent lines and of the approximate original contour; be free of protruding rock and debris; be compacted in a progressive backfilling manner with mechanical equipment to ensure stability of backfill material; be covered with non-woven filter cloth before covering with topsoil. In the case of the Valley Fill Face, benches will be established, with slopes constructed according to specs. The maximum acceptable slope of any backfill face shall not exceed two (2) horizontal to one (1) vertical, unless otherwise stated. Backfilling shall cease during periods of adverse site conditions. (For example: excessive soil moisture).

4.0, 19.1, 19.2, 19.3, 19.4 REGRAIDING AND TOPSOILING

Concurrent regrading and topsoiling shall immediately follow backfilling and shall: distribute topsoil or the best available material to support vegetation as identified by the Department of Environmental Protection contact person, on the surface of the backfill in a smooth, uniform manner; include the elimination of all rills and gullies, the construction of sediment control sumps, the removal of sediment control sumps, the grading of spoil and/or fill materials. Surface shall be free of all rock exceeding six (6) inches in diameter and shall be tracked, track to track. Topsoil shall spread on the fill surface. In the absence of stockpiled topsoil, material which can be used as a topsoil substitute shall be identified, segregated, and stockpiled for spreading on the surface. If necessary to manufacture

BUYER CB-23	PAGE 022	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

finer, mechanical treatment to pulverize the surface layer shall be required. Regrading and topsoiling shall be conducted prior to and in preparation for the revegetation item.

5.0 REVEGETATION

The actual Seeding date, within the work performance period, shall be at the discretion of the contractor, but a permanent vegetative cover must be established. Verification of materials used shall be required for payment. Seed bed preparation, unless otherwise approved, shall be conducted by industrial disks or tracking with heavy equipment with cleat marks across slope and parallel to the final contours. The surface shall be tracked, track to track. Seeding shall commence after Seed bed preparation on a loose and uncompacted soil and with the approval of the Department of Environmental Protection. Contractor shall provide equipment as necessary to secure approval of the Seedbed. Revegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner. Failure to do this may result in nonpayment for portions of or the entire Revegetation item. HydroSeeding or broadcast Seeding with the approved species is acceptable. The application rate may be increased but the ratio is to remain constant, but no additional monetary compensation will be awarded. Areas outside the limits of construction, disturbed by the contractor shall be revegetated by the contractor at no expense to DEP. Water utilized for hydroSeeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the DEP Specialist. It shall be the vendor's responsibility to repeat the procedures under REVEGETATION until such time as a permanent vegetation is established. The acreage quantities in this contract are for bidding purposes only.

A warranty period of one (1) year shall commence upon completion and payment of the revegetation item of the contract. No payment will be made for additional Seeding necessary to comply with warranty requirements. The warranty period will be extended for one (1) year from the date of the last augmented Seeding done by the contractor. The performance bond and labor and materials bond shall remain in effect throughout the warranty period. The Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the West Virginia Surface Mining Reclamation Regulations will apply.

Equipment for the retracking/scarification to eliminate rills and gullies shall be mobilized and utilized to produce slopes consistent with the regrading and topsoiling bid item prior to warranty reSeeding. No additional payment will be made by DEP for this warranty work.

5.1 AGRICULTURAL LIME

Unless otherwise specified, all lime used for revegetation shall be registered with the West Virginia Department of Agriculture, have an 85% minimum calcium carbonate equivalent, and meet the fineness classification no larger than that for ground. The following fineness classifications or combinations of are acceptable:

- Pulverized - 100% passing a U.S. Standard 20 mesh sieve
 - 70% passing a U.S. Standard 100 mesh sieve
- Ground - 90% passing a U.S. Standard 20 mesh sieve
 - 50% passing a U.S. Standard 60 mesh sieve
 - 35% passing a U.S. Standard 100 mesh sieve

Use of blends and low-grade agricultural liming materials shall require prior approval. Lime shall be spread as soon as possible after delivery to site. Lime shall be applied evenly and uniformly distributed over the treated area. Lime shall be thoroughly mixed into the soil material. Lime subjected to adverse conditions before spreading will be deemed unacceptable. Failure to complete this phase shall result in nonpayment of this bid item.

Lime Applied at 3 ton/acre.

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

5.2 FERTILIZER

Fertilizer rates given for REVEGETATION are for 1,000 lbs. of 10-20-20 per acre. These rates are minimum and for bidding purposes.

Fertilizer shall be applied evenly and uniformly distributed over the treated area. Common complete fertilizers which meet the minimum standards are acceptable.

5.3 MULCH

Acceptable mulch for this project is wood fiber, hay, or straw.

Mulch: Wood Fiber @ 1.0 ton/Acre

Hay or straw mulch may be substituted at a rate of 2 tons/Acre

5.4 VEGETATIVE SPECIES

Seeding rate required is for pure live Seed (pls) in pounds per acre. The use of annuals or cover crops will not be considered for vegetative success.

SOUTH MIX

<u>VEGETATIVE SPECIES</u> ¹	<u>RATE/ACRE</u> ¹
Orchard Grass	@ 30 lbs/acre
Birdsfoot Trefoil ²	@ 15 lbs/acre
Red Top	@ 10 lbs/acre
Switchgrass	@ 10 lbs/acre
Perennial Ryegrass	@ 10 lbs/acre
Alskike Clover ²	@ 5 lbs/acre
Foxtail Millet ⁴	@ 12 lbs/acre
Wheat or Rye ⁵	@ 50 lbs/acre
Black Locust ³	@ 1 lbs/acre

1. Seeding rate required is for pure live Seed in pounds (lbs) per acre.
2. Herbaceous legumes must be treated with the appropriate bacterium before Seeding.
3. This species to be utilized only for woodland post-mining land-use projects.
4. Spring Mix
5. Fall Mix

BUYER CB-23	PAGE 024	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

6.0 CONSTRUCTION STAKEOUT

This work shall consist of furnishing, placing, and maintaining construction layout stakes necessary for the proper execution of the work required under the Contract, production of as-built drawings, and of performing topographic surveys and obtaining surveyed cross-sections for accurate determination of pay item quantities. Construction stakeout shall be under the supervision of a Registered Professional Engineer or Licensed Land Surveyor and all drawings signed and/or sealed by such. (Shall not exceed 5% of the total bid for this permit.)

A. MATERIALS

Wooden stakes and other marking materials as described herein.

B. CONSTRUCTION METHODS

B(1). The Contractor shall locate and reference the construction baseline within the limits of work and shall establish bench marks for the proper layout of the work. The Contractor shall make all calculations involved and shall furnish and place all layout stakes or markers.

B(2). The Contractor shall provide field forces and shall set all additional stakes needed, such as offset stakes, reference point stakes, slope stakes, pavement and grade stakes, stakes for roadway drainage, sub-drains, trench drains, fence, culverts or other structures, supplementary bench marks and any other horizontal or vertical controls necessary to secure a correct layout of the work.

B(3). The location of the slope stakes for grading work shall be determined by a calculation method. Elevation control hubs with guard stakes shall be set, at a convenient distance outside the construction limits, and at all stations where original cross-sections are taken. The centerline station, the distance from centerline, and the elevation of the hub shall be recorded on each guard stake.

B(4). The Contractor shall be responsible for having the layout staking work conform to the lines, grades, elevations, and dimensions called for on the Plans. The Contractor shall be responsible for reporting any discrepancies to the Supervisor for clarification. Minor adjustments to suit field conditions are anticipated and it shall be the responsibility of the Supervisor to make decisions regarding adjustments.

B(5). The Contractor shall survey cross-sections and/or profiles in areas of on-site excavation, off-site excavation, and ditch construction as necessary to permit accurate determination of pay item quantities. The locations and spacing of cross-sections and profiles shall be as approved or as directed by the Supervisor. Cross-sections and profiles shall be surveyed:

- a) prior to any excavation
- b) at the completion of excavation

B(6). The Contractor shall furnish a copy of his survey records for the Supervisor and for the D.E.P.'s permanent file. These records shall be furnished as they are completed during the progress of the work. Any inspection or checking of the Contractor's layout by the Supervisor and the acceptance of all or any part of it shall not relieve the Contractor of his responsibility to secure the proper dimensions, grades and elevations of the required work.

BUYER CB-23	PAGE 025	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

7.1, 7.2, 7.3, 7.4, 7.5, 7.6 PONDS

Ponds shall be constructed as per attached detailed plans. Ponds shall have compacted dikes which will be constructed in two foot (2') maximum lifts for optimum compaction. Compaction shall be achieved by tracking with a D-6 or larger dozer. Loose stacked material dike construction will not be accepted. This item will be a one-time payment. Clean-out and maintenance shall be conducted by the contractor at no expense to DEP. (See attachment)

7.7, 7.8, 7.9 OPEN LIMESTONE ALKALINITY CELLS

Provide all materials, excavate and construct Cells as indicated on the attached typical plans, cross-sections, specifications, and as discussed at the Pre-Bid Showing. Limestone crusher run and Number fifty-seven (#57) gravel to be used on the floor of the cells and standard Limestone riprap is to be used for construction of the check dams. (See specifications and typicals)

8.0 HAYBALE DIKE

Disturbed areas which have storm water runoff which does not pass through a sediment control structure shall utilize the following method to manage storm water runoff: Max. Bid of \$5.00/L.F. Hay Bale Dike -

1. All bales shall be placed on the contour.
2. Bales shall be placed in a row with ends tightly abutting the adjacent bales.
3. Bales shall be securely anchored in place by stakes driven through the bales. The first stake in each bale shall be driven toward previously laid bale to force the bales together. Construction of sumps (paid under bid Item 5) may become necessary to supplement the hay bale dikes.

9.0 GROUTED RIPRAP DITCH

Unless otherwise noted shall be durable rock placed in a 1.5 foot thick blanket. Twenty-five percent (25%) of the rock will be 18 inches or larger. Ten percent (10%) of the rock shall be no smaller than six (6) inches. The remaining sixty-five percent (65%) of the rock shall be well graded between six (6) and eighteen (18) inches. In-place rammed or hammered rock shall be acceptable.

The grout filler shall be composed of a mixture of one part portland cement and three parts sand, mixed with water to produce a workable consistency. The stone shall be thoroughly wet immediately before grout is applied. As soon as the grout is deposited on the surface, it shall be thoroughly worked into the joints. The stones shall then be brushed, so that their top surfaces are exposed.

10.0 STRUCTURE AND/OR DEBRIS REMOVAL

All existing man-made items particular to the site and not to be utilized in the total reclamation of this site shall be demolished (if necessary) and disposed of in a legal manner. All iron, steel, aluminum, or any other metal, plastic, or any other man made material, including but not limited to I-Beams, Angle Iron, Channel Iron, Corrugated Metal, Flat Metal, Floc Drums, Grease Drums, Pipe or Conduit is to be dismantled, removed and properly disposed of off site and according to state, local, and federal requirements. These structures are identified as:

11.0 DEEP MINE SEALS (Wet Type (Acid Producing Seams))

A seal shall be constructed to conform to the plans and specifications as shown in drawing titled "Typical Wet Seal Drawing" payment of each seal is for complete installation and verification by DEP performance with photo.

12.1, 12.2, 12.3, 12.4, 12.5, 12.6 RIP-RAP DITCH

Provide all materials, excavate and construct Ditch as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the Pre-Bid Showing. Ditches shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on site conditions. No separate payment for construction stake-out will be made.

BUYER CB-23	PAGE 026	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

Riprap (Designed)

The riprap shall be composed of a well-graded mixture down to the 1 inch size particle, such that fifty percent (50%) of the mixture by weight shall be larger than the d(50) size. A well-graded mixture is defined as a mixture composed primarily of the larger stone sizes but with a sufficient mixture of other sizes to fill the progressively smaller voids between the stones. The diameter of the largest stone size in such a mixture shall be considered to be 1.5 times the d(50) size. The riprap size as shown on the plans and specifications or for other construction purposes shall be the size of the largest stone in the mixture, i.e., 1.5 X d(50). The minimum thickness of the riprap layer shall be 1.5 x d(50). The minimum thickness of the riprap layer shall be 1.5 times the maximum stone diameter. The riprap shall extend up the banks to a height equal to maximum depth of flow or to a point where vegetation can be established to adequately protect the channel.

Stone for riprap shall consist of shot rock or rough unhewn quarry stone of approximately rectangular shape. The stone shall be hard and angular and of such quality that it will not disintegrate on expose to water or weathering, and it shall be suitable in all other respects for the purpose intended. The specific gravity of the individual stones shall be least 2.5. Open limestone channels shall use limestone riprap.

Rip-Rap (Standard)

Unless otherwise noted shall be durable rock placed in a 1.5 foot thick blanket. Twenty five percent (25%) of the rock will be of 18 inches or larger, the remaining seventy-five percent (75%) shall be well graded material (minimum 3 inches to maximum 15 inches) of sufficient rock small enough to fill the voids between the larger rock. Shale shall not be used for riprap. If riprap suitability is questionable, durability shall be determined by the sodium sulphate test ASTM C 88/AASHTO T 104-77. Open limestone channels shall use limestone riprap.

12.1, 12.2, 12.3, 12.4, 12.5, 12.6 OPEN LIMESTONE CHANNEL

Provide all materials, excavate and construct Ditch as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Limestone riprap to be used. Ditches shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on site conditions. (See rip-rap specifications)

13.0 AQUA-FIX WATER TREATMENT FACILITY
FOUNDATION AND STRUCTURAL ELEMENTS

The foundation shall be Type II Sulfate Resistant Concrete and shall conform to the dimensions and shape shown in the drawings and specifications. Include all reinforcing bars with supports and anchor bolts as necessary. Adverse weather conditions shall be avoided during completion of the item. The relation of the elevation to the water source is shown in ATTACHMENT. WVDOH Specifications for concrete shall apply to this item.

Excavation for the foundation is incidental to this item with no separate payment being made.

The channel in the foundation is to receive water from raw water pond by means of a six (6) inch HDPE DR17 pipe feeding directly into the foundation channel. After treatment with the reagent the water will exit the trough into V-ditch Two (2). V-ditch Two (2) will direct the water to a headwall and into the settling ponds.

Structural elements shall be warranted by the manufacturer to withstand static and dynamic loads as commonly accepted by industry.

This item shall be paid for as a lump sum item after completion of the foundation and acceptance by the DEP.

BUYER CB-23	PAGE 027	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

SUB-FOUNDATION PREPARATION

The sub-foundation shall be cut in to remove all fill (unconsolidated material) down to a competent foundation as determined by the on site DEP representative. The sub-foundation shall be constructed in substantial conformity to the plans and/or specifications (See ATTACHMENT). The DEP on site representative shall be present during this work.

The sub-foundation material shall be suitable material free of particles larger than three (3) inches in diameter and consist of granular material conforming to WVDOH specification 716.1.1.2. A bearing capacity of approximately six (6) tons per square foot should be obtained

Compaction shall be performed with a suitable compactor to obtain approximately 98% Standard Proctor Density. Layers shall be six (6) inches or less in thickness before compaction is initiated. Moisture content of the fill material shall be controlled to obtain maximum compaction.

Payment for all of the work specified above shall be made based on the lump sum contract price.

CRANE

This shall include the furnishing of a crane of sufficient capacity to unload and erect the dosing unit/silo and steel enclosure building. The dosing unit/silo is estimated to weigh 3 tons and have an in-place height of approximately fifteen feet (15').

Payment for this work shall be made based on the lump sum contract and paid upon final acceptance by WV DEP.

DOSING UNIT AND SILO

This item includes all work necessary to purchase, install and initiate operation of an Aqua-Fix water powered dosing unit (Unit Type MSS-SM-OA-5). Unit shall be capable of delivering 110lbs/hr of CaO.

This item shall be subcontracted to:

Aqua-Fix Water Treatment Systems.
Michael Jenkins
301 Maple Lane
Kingwood WV 26537
Telephone: (304) 329-1056.

A five (5) ton steel silo to store the reagent is required. The silo shall be equipped with an interior ladder, an exterior ladder with a protective cage and a lockable steel safety door, a steel safety fence around the top of the silo, a filler pipe to extend to the unloading port, a steel cone at the base of the silo to direct the discharge of the reagent through a steel flange which is sized and located to accommodate the reagent dispensing unit. Silo shall include a vent pipe to prevent pressure buildup during filling. An emergency pop off valve shall be included in case the vent pipe malfunctions. Pneumatic filling of the silo is to be utilized.

An insulated steel safety enclosure attached to the silo structure support system to protect the dosing unit from vandalism and weather is required. The wall thickness of the silo enclosure shall be equivalent to the steel used in the construction of the silo. The enclosure shall be equipped with a hinged, lockable steel door of sufficient size to facilitate removal of the dosing unit for repair and/or future replacement. The structure shall be fitted with a propane heating unit with a capacity to prevent freezing of the dosing unit during winter.

Painting of the silo and the steel security enclosure shall be done in accordance with WVDOH Specification 711. Preferred colors are green and/or tan. The dosing unit, silo, and filler pipe shall be designed to facilitate the use of Calcium Oxide (CaO) during the service life of the unit. This portion of the work shall include the initial filling and the start up of the unit, at the direction of the Program Manager, to confirm that all units function as intended. Any repairs and/or adjustments required to the unloading system and dosing unit to allow them to function as designed shall be preformed at no cost to the DEP. The system shall be operated successfully for a one week period before acceptance by the DEP. All settling ponds, pipe system and rip rap spillways leading to and between them must be completed

BUYER CB-23	PAGE 028	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36a. STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

before testing is initiated. The Calcium Oxide shall be 5 ton in amount and delivered as scheduled by the on site DEP representative. Payment for all of the work specified above shall be made based on the lump sum contract price.

WATER INTAKE TO DRIVE LINE

A two inch (2") HDPE DR17 water line shall be provided to connect discharge stand pipe of raw water pond to the control valve on the dispensing unit and a valve for flushing the line. This two inch (2") HDPE DR17 line shall be fitted with a two inch (2") stainless steel knife valve located in a valve box used to shut of water supply. This two inch (2") HDPE DR17 line shall also be fitted with a two inch (2") stainless steel transition to allow for connection to PVC dosing unit plumbing. Electrical conduit of sufficient size, with a wide sweep ell, shall be installed in the concrete foundation to allow two inch (2") HDPE DR17 drive line to later be inserted through it into building. This conduit is to allow for insertion, removal, and future repairs. Payment for all of the work specified above shall be made based on the lump sum contract price

14.0 SEEP CONVEYANCE DRAIN

Provide materials and construct Seep conveyance drain according to typical attachment and specifications included. Payment for each Seep Conveyance Drain is for length installed

14.0 UNDERDRAIN

Provide all materials, excavate and construct underdrain as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the pre-bid showing. Underdrain must be completely installed and approved prior to payment. Payment for each underdrain is for complete installation and verified by DEP with photo.

14.0, 17.1, 17.2, 17.3 HIGH DENSITY POLYETHYLENE PIPE (HDPE)

Furnish all labor, equipment, and materials to excavate, install, and backfill all piping as indicated on the attached typical plans, cross-sections, specifications, and as discussed at the Pre-Bid Showing. This includes all piping and cleanouts through connections of Drop Inlet Boxes One (1) and Two (2), between all ponds, and all HDPE DR17 pipe associated with sludge pumping lines and Drying Cells One (1) and Two (2). All polyethylene pipe and fittings, including but not limited to cleanouts, shall be manufactured from high-density compounds in accordance with ASTM D 3350. Install all piping to the general alignment as shown on the drawings. Installation shall be in a manner minimizing the number of joints. All HDPE DR17 pipe shall be fused on site and conform to ASTM D 3261. Pipe backfill material in contact with pipe shall consist of sand. Piping will be paid for at the contract lump sum price. Pipe trench excavation and backfill is incidental to this work, and no separate payment will be made for backfill.

15.0 CULVERTS

Culvert shall be of the type specified in the Plans and Specifications.

Culverts installed in access roads shall cross the road at a 30 degree angle downgrade with a minimum grade of three percent (3%) from inlet to outlet, except in streams or diversion ditches where the pipe shall be installed straight and coincide with the normal direction of flow.

Culvert inlet end shall be protected by a headwall of stable non-erodible material and the slope at the outlet shall be protected with an apron of rock riprap, energy dissipater or other designated material. The culvert shall be installed in a trench excavated in solid undisturbed ground or formed by compacted earth.

The culvert shall be imbedded in a formed trench to a depth no less than 1/10 the outside diameter of the pipe. Selected backfill material shall be placed around the culvert in four (4) inch layers and thoroughly compacted by means of hand tamping or manually directed power tampers or plate vibrators.

Culvert shall be covered with a minimum of twelve (12) inches or one-half the culvert diameter whichever is greater.

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

15.1, 15.2, 15.3, 19.2, 19.3, 19.4 ENGINEERING FABRIC (FILTER FABRIC) (NOTE: To be inserted in bid item or can be bid separate)

General: Engineering fabric shall be of the nonwoven or woven type and consists of a pervious sheet of polymeric fibers oriented into a stable network such that the fibers retain their relative positions with respect to each other. The fabric shall be mildew and rot resistant, and shall be free of any treatment or coating which might detrimentally alter its physical properties. The fabric, including the edges or the ends of the rolls, shall be protected during shipment and storage from ultra violet rays, temperature greater than 140° F and contaminants such as mud, dust, etc

Engineering Fabric for Subsurface Drainage and Separation:

The engineering fabric for subsurface drainage shall be the nonwoven type and the engineering fabric for separation may be the nonwoven or woven type meeting the following requirements:

<u>PROPERTY</u>	<u>MINIMUM REQUIRED VALUE</u>	<u>TEST METHOD</u>
Permeability	1 x 10 ² cm/sec	AH, 20 cm. to 10 cm.
Equivalent Opening Size ²	#50 U.S. Std. Sieve	COE CW-02215
Grab Tensile Strength ³	100 lbs.	ASTM D-1682
Grad Tensile Elongation ³	30%	ASTM D-1682
Puncture Strength ⁴	35 lbs.	ASTM D-3787
Burst Strength	130 psi	ASTM D-3786
Trapezoid Tear	35 lbs.	ASTM D-1117

1. All numerical values represent minimum average roll values (i.e., any roll in a lot shall meet or exceed the minimum value in the table)
2. No greater opening than a #50 U.S. Sieve.
3. Minimum in weakest principal direction.
4. Tension testing machine with ring clamp, steel ball replaced with 5/16 inch diameter solid steel cylinder with either a flat or hemispherical tip centered within the ring clamp.

16.1, 16.2, 16.3 SLUDGE DRYING CELLS

Provide all equipment, labor and materials to construct sludge drying cells according to the attached typicals and technical specifications. Prior to any payment/invoicing, the sludge cells will be tested for any leakage and approved by DEP

18.0 CONSTRUCTED FENCE

The fence is to provide limited access and security to the water treatment facilities. NOTE: See contract technical specifications and fencing details.

BUYER CB-23	PAGE 030	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

BID PREPARATION INFORMATION

HISTORICAL INFORMATION

Prospective bidders may review files at the West Virginia Department of Environmental Protection, Nitro, WV office, or the Regional West Virginia Department of Environmental Protection Office at Oak Hill. These files may contain additional information not included in the contract documents including, but not limited to, permit applications, permits, inspection reports, environmental documents, permit violation history, geological and geotechnical information, probable hydrologic consequences, maps, modifications, NPDES information and other related data. Copies may be obtained upon request and payment of copying fees.

EXAMINATION OF BID PACKAGE AND SITE OF WORK

The bidder is required to examine, carefully, the bid package (plans, specifications, supplemental specifications, contract forms, etc.) and the site of the work contemplated. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied themselves as to the character, quantity, and quality of work to be performed and the materials required to be furnished under the contract.

PREBID CONFERENCE

Only the prospective bidders on the sign-in sheet in attendance for the entire Pre-Bid Conference will be eligible to submit bids for consideration of this project. Consider foot travel over rough terrain and/or inclement weather may be required.

VIDEO

The information given at the pre-bid showing by the project contact person or the assigned person shall be documented on video tape and shall be an integral part of this contract's requirements, but will not supersede the written contract. All information on video tape that is new, or provides clarification to the specifications, will be issued in writing by a formal addendum and will become part of the written contract.

INTENT OF CONTRACT

The intent of the contract is for the reclamation/restoration of forfeited mine lands as required by West Virginia Department of Environmental Protection. The contractor is to provide for the construction and completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Plans, Specifications, and terms of the Contract.

Should any misunderstanding arise as to the intent or meaning of the Contract, or any discrepancy appear, the decision of the Director of Division of Mining and Reclamation shall be final.

BUYER CB-23	PAGE 031	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

GENERAL PERFORMANCE STANDARDS

INTRODUCTION

The performance standards and non-compliance penalties which govern special reclamation-bond forfeiture projects are in Chapter 22A, Article 3, of the Code of West Virginia and subsequent rules and regulations. The following performance standards are of a general nature and do not represent all the performance standards applicable to a special reclamation-bond forfeiture project. However, some or all of these standards will pertain to each project.

BACKFILLING

1. Unless otherwise noted, the highwall shall be eliminated and the disturbed area graded to the approximate original contour.
2. The material used to backfill and eliminate the highwall shall be sufficiently compacted so as to insure stability of the backfill throughout the warranty period.
3. The land above the highwall shall not be disturbed unless otherwise directed.
4. The best available material to support vegetation, sufficient to establish a permanent vegetative cover and to achieve the approved post mining land use, shall be used.

BLASTING

The performance standards of the blasting regulations must be adhered to.

LIFE OF CONTRACT

The purchase order contract becomes effective on the starting date as specified in the notice to proceed as issued by the Department of Environmental Protection. This contract extends for a period of one (1) year and may be renewed until such "reasonable time" thereafter as is necessary to complete TREES, TOP DRESSING, the payment therefore and the warranty period. This contract is the right of entry for the vendor and must be effective through the warranty period to conduct warranty work, as necessary. A responsible Contractor's Agent shall be on the site at all working times who demonstrates a knowledge of mined land reclamation, contract requirements and responds to DEP (owner) inspections.

WORK PERFORMANCE PERIOD

The work performance period is a defined portion of the contract in which all items (except trees and top dressing) shall be completed. The work performance period is to be performed within 365 calendar days. Extensions may be granted based upon contractor's performance, weather conditions and site specific site conditions.

NOTICE TO PROCEED

A notice to proceed shall be issued to the Contractor by the project contact person for the Department of Environmental Protection. Actual construction may only begin after a Notice to Proceed is given and as specified. Such notice shall specify the starting date of the Purchase Order, the work performance period, and the completion date of the work performance period.

PRE-CONSTRUCTION CONFERENCE

The Contractor in possession of the awarded purchase order shall schedule and attend a Pre-Construction Conference on the site within ten (10) days after receiving the Notice To Proceed. The contractor will begin work within ten (10) days of the preconstruction conference. The Contractor's foreman or the on-the-ground supervisor must be in attendance.

BUYER CB-23	PAGE 032	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

GENERAL SUPERVISION - This contract is under the general supervision of the West Virginia Department of Environmental Protection's contact person for the purpose of contract compliance inspection only. Contractor shall supervise work being conducted at all times. All services rendered by the Engineer/Contact Person consist of professional opinions and recommendations made in accordance with generally accepted engineering practice. Under no circumstances is it the intent of the Engineer/Contact Person to directly control the physical activities of the Contractor or the Contractor's workmen's accomplishment of work on this project.

CONTRACTOR RESPONSIBILITY

The contractor is responsible for compliance with all aspects of this written contract. No changes will be honored without prior approval from the Program Supervisor.

LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, or decrees, whether by themselves, their subcontractors or their employees.

PERMITS, LICENSES AND TAXES

The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

CONCURRENT RECLAMATION

Reclamation of this project shall commence at a definite point as defined and shall progress from that point with total reclamation to include backfilling, grading/regrading, and revegetation. Changes may be granted based upon weather or differing site conditions with prior approval.

BUYER CB-23	PAGE 033	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

WATER QUALITY CONTROL

Shall commence with initial start-up of the project and remain in effect for the extent of the backfilling, regrading and revegetation activity. DEP obtains a storm water permit for each project from the Water Resources Department. (See General Water Pollution Control Permit WVO115924 attached) The Contractor is responsible for performing the best management practices. Adequate facilities shall be installed, operated and maintained using the best management practices of the U.S. Environmental Protection Agency's Non-Point Source (NPS) Program for sediment control during the active reclamation. The contractor shall take any and all steps necessary to prevent erosion or silting problems from occurring and to minimize pollution or sedimentation of the stream. If any such problems develop, the contractor shall be responsible to take immediate corrective action. No separate payment for this work will be honored. All impounded waters which require removal during reclamation, shall be pumped with appropriate measures taken to prevent erosion from the discharge. The contractor shall be responsible for treatment of said waters to meet pH standards. The water shall be discharged only when the quality meets a pH equivalent to the pH of the receiving stream but not less than 6.0.

DIFFERING SITE CONDITIONS

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided by the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer/Contact Person will investigate the conditions, and if determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer/Contact Person will notify the Contractor of DEP's determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

HANDLING AND STORAGE OF MATERIALS

Materials which are stored on site, before utilization, shall be stored so as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may be inspected again prior to their use in the work. Damaged or deteriorated materials shall be removed and replaced by materials meeting the original specifications.

Aggregate stockpiles shall be made on ground that is denuded of vegetation, hard, and well drained. Removal of aggregate from the stockpile shall be done in a manner which will not result in the inclusion of foreign material into the aggregate. The use of the aggregate will determine if exceptions are permitted.

All materials shall be handled in such a manner as to preserve their quality and fitness for the work.

MAINTENANCE DURING CONSTRUCTION

The contractor shall maintain the work during construction and until the project is accepted. All cost of maintenance work during construction and before the project is accepted shall be included in the unit or lump sum prices on the various pay items.

BUYER CB-23	PAGE 034	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

FINAL INSPECTION

A final inspection meeting by the Department of Environmental Protection's Specialist and the contractor is required for the construction phase and prior to demobilization.

ACREAGE QUANTITIES

The acreage quantities in this contract are for bidding purpose and are set (definite) number for the project area as specified at the pre-bid showing. Only surveyed acreage's through figures the Contractor and/or the State develops will be honored to alter these acreage numbers.

PAYMENT

Invoices must be submitted on prescribed Department of Environmental Protection, Special Reclamation Program forms and include verification. Certified contractor payrolls for operators directly involved in this project and a current workers compensation certificate must accompany each invoice for payment. Verification of wage rates may include employee interviews. Invoices shall be signed in blue ink so that it is easy to verify that document is an original.

MOBILIZATION/DEMobilIZATION shall be invoiced at fifty percent (50%) with the first invoice and the last 50% invoiced after demobilization and acceptance of the road abandonment or final invoice. Demobilization must have written approval.

SPILL CONTAINMENT AREA shall not exceed \$1,000.00 and will be payable in two payments. The first fifty percent (50%) payable with the first invoice and the remainder payable when all fuel tanks, containers and etc., are removed from the site.

Lump sum items shall be percentage payments based on work completed at time of invoice and paid upon acceptance by the Department of Environmental Protection.

Unit items shall be invoiced by specified units completed and accepted by the DEP.

ROAD ABANDONMENT shall be included in the final construction invoice.

TOP DRESSING must be invoiced based on the percentage completed.

FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

Time is an essential element of the Contract and it is important that the work be completed within the time specified. The cost to the Department of the administration of the Contract, including engineering, inspection and supervision, will increase as the time required to complete the work is increased.

The work performance period as specified in the contract's Notice to Proceed shall be complied with or result in liquidated damages. Such damages shall be assessed at an amount of two hundred and fifty dollars (\$250.00) per day for each and every day beyond the work performance period as specified in the Notice to Proceed. The total amount of daily charges, will be deducted from any moneys due the Contractor, not as a penalty but as liquidated damages.

BUYER CB-23	PAGE 035	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

REVEGETATION AND WARRANTY

The Seeding date shall be at the discretion of the contractor once an approved Seedbed has been prepared. In all cases a permanent vegetative cover capable of supporting the post-mining land use must be established. A warranty period of one (1) year shall commence upon completion and payment of the revegetation item of the contract. No payment will be made for additional Seeding necessary to comply with warranty requirements. The warranty period will be extended for one (1) year from the date of the last augmented Seeding done by the contractor. The performance bond and labor and materials bond shall remain in effect throughout the warranty period. The Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the West Virginia Surface Mining Reclamation Regulations will apply.

Equipment for the retracking/scarification to eliminate rills and gullies shall be mobilized and utilized to produce slopes consistent with the regrading and topsoiling bid item prior to warranty reseeding. No additional payment will be made by DEP for this warranty work.

Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the DEP contact person.

CONTRACT NON-COMPLIANCE

If in the opinion of the Department of Environmental Protection the contract is not in compliance with any line item specification, that portion of the project shall cease until a compliance schedule and understanding is demonstrated in writing and accepted by the Director of Division of Mining & Reclamation.

CONTRACT DELETIONS

Any line item, or any portion thereof, may be deleted when determined by the project contact person that such line item, or portion thereof, is deemed unnecessary for the successful reclamation of this project. No claim for loss of anticipated profits will be considered.

CANCELLATION

The performance of work under contract may be terminated by the State in whole, or from time to time in part whenever the State shall determine that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

When contracts, or any portion thereof, are terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed and accepted at the contract unit price. No claim for loss of anticipated profits will be considered. Reimbursement for organization of the work, when not otherwise included in the Contract, and moving equipment to and from the job will be considered where the volume of work completed and accepted is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor.

Termination of the Contract or a portion thereof shall not relieve the Contractor of his responsibilities for the completed work, nor shall it relieve his surety of its obligation for and concerning any just claims arising out of the work performed.

Failure to comply with the terms and conditions, work compliance schedule such as, Notice to Proceed, and continuous concurrent reclamation shall cause cancellation of the contract with total performance bond forfeiture. This contract objective is to comply with the reclamation laws of this state and must be expedient to meet the time requirements for reclamation of revoked surface mine permits.

BUYER CB-23	PAGE 036	REQ. OR PO NO DEP 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

General Requirements

Project Construction Sign

Work Required

The work to be performed under this Section consists of providing all labor, material and equipment necessary to install a project sign as indicated on the detail included herein and as specified herein.

Materials

- (a) Paint. Paint for the project sign shall be one (1) coat Exterior-Grade wood Primer – Sealer, and two (2) coats Exterior-Grade Enamel by Glidden or equivalent.
- (b) Wood. Sign face shall be 3/4" x 4' x 8' Marine Exterior plywood, and posts and cross braces shall be treated.
- (c) Hardware. All hardware shall be manufactured from good, commercial-quality material and be rust resistant such as galvanized coated.

Execution

- (a) Project Sign. The signboard shall be cut to the dimensions shown on the details herein. The sign shall be painted with one (1) coat of primer and two (2) coats of white enamel. All exterior cut edges shall be smooth sanded prior to painting. All edges shall be double primed. The letters, border, and strips shall be painted as shown on the detail drawing.

The Contractor shall bolt the sign to posts and provide required cross bracing. The posts and sign shall be erected and posts set in gravel base, as shown on the detail drawing. One (1) sign is required and is to be located at the direction of WV DEP.

- (b) Payment. Payment for the work which shall include installation of the project sign shall be incidental to the lump sum bid item for "Mobilization/Demobilization".

Note: No construction work shall commence prior to the project sign being installed.

OFFICE OF SPECIAL RECLAMATION	
PROJECT CONSTRUCTION SIGN	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

BUYER CB-23	PAGE	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



Joe Manchin, III,
Governor



Randy C. Huffman,
Cabinet Secretary



Ken Ellison,
Director

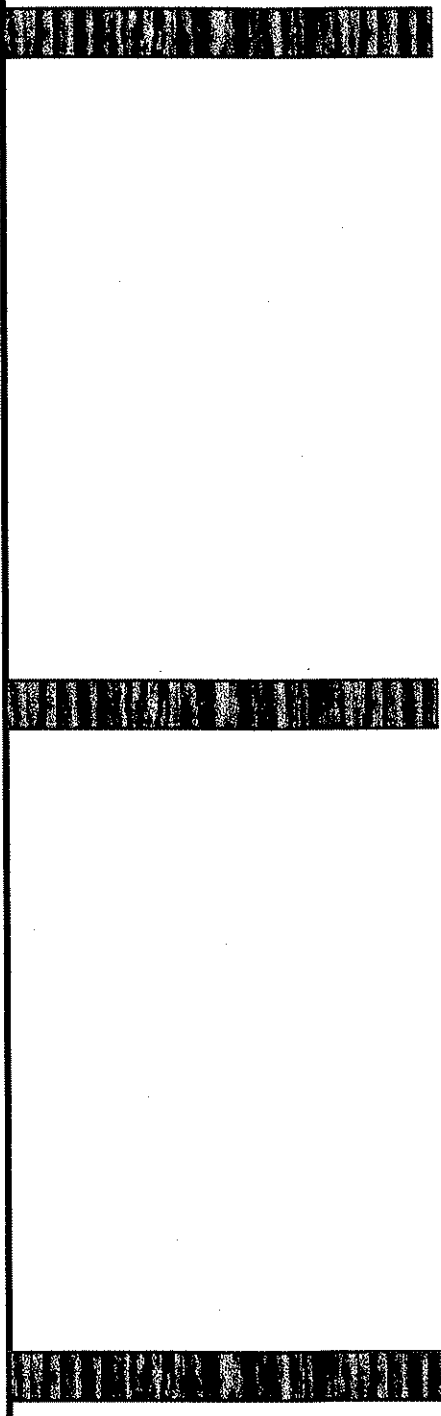
**STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Division of Land Restoration
Office of Special Reclamation**

Project Cost: \$XXX,XXX.00
Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

Permit Name Permit Number	Project Start Date: 01/01/01
------------------------------	------------------------------

Contractor: Joe Smith Contracting



BUYER CB-23	PAGE	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

77 1/4"

17 1/4"

1 1/2"

1 1/8"



15 3/4"

Joe Manchin, III,
Governor

7 7/8"



Randy C. Huffman,
Cabinet Secretary

3 3/4"



Ken Ellison,
Director

3"

8 5/8"

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Restoration
Office of Special Reclamation

Project Cost: \$XXX,XXX.00
Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

Permit Name
Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

27 3/4"

18"

2 1/4"

36"

36"

73 7/8"

6"

48"

6"

038

BUYER CB-23	PAGE	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

96"



Joe Manchin, III,
Governor



Randy C. Huffiman,
Cabinet Secretary



Ken Ellison,
Director

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Land Restoration
Office of Special Reclamation

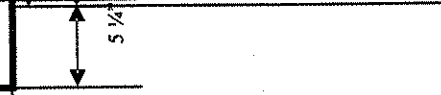
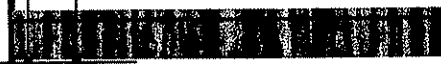
Project Cost: \$XXX,XXX.00
Funding provided by the Special Reclamation Coal Tax paid by WV Coal Mine Companies

Permit Name
Permit Number

Contractor: Joe Smith Contracting

Project Start Date: 01/01/01

48"



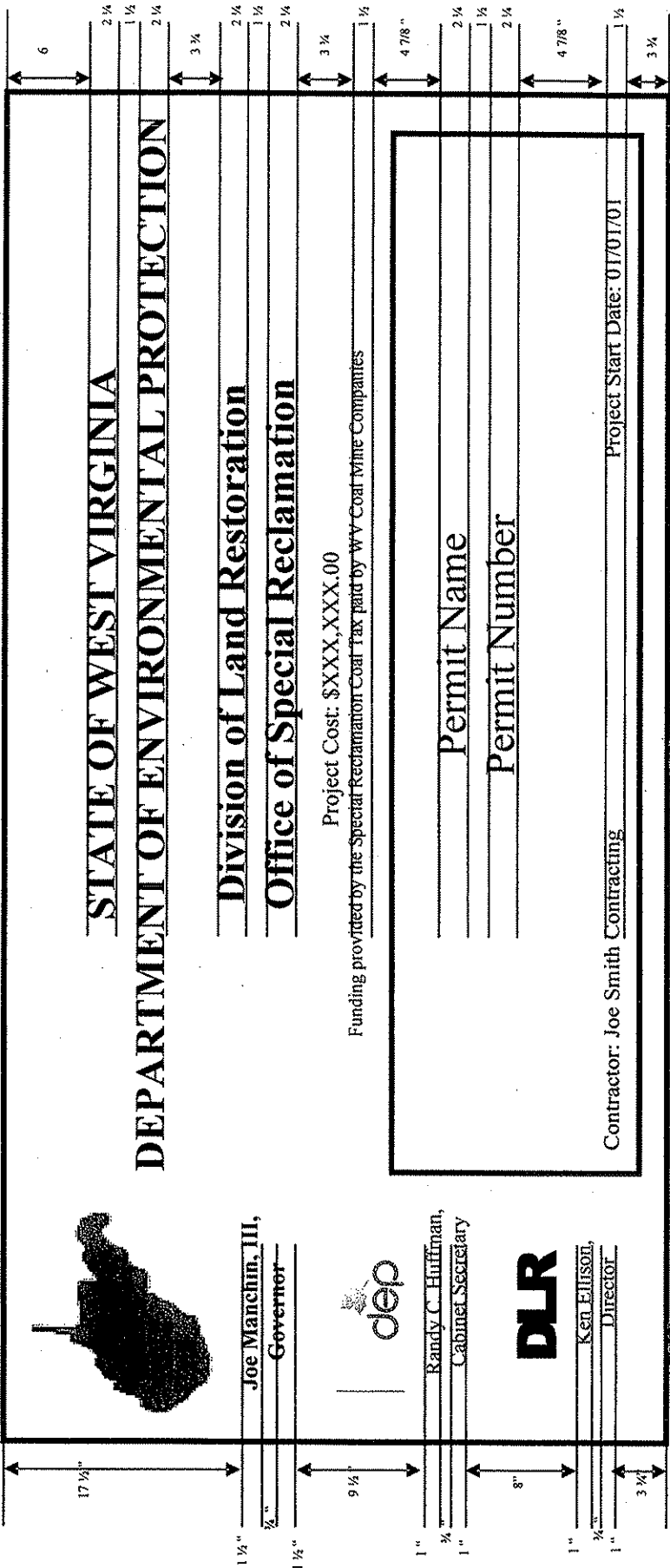
81 3/8"

7 7/8"

9 3/8"

5 1/4"

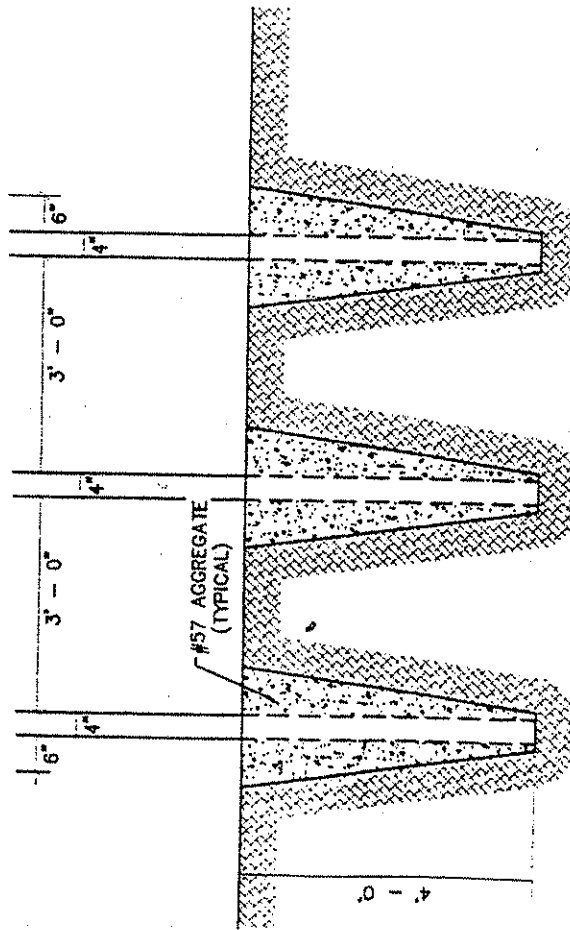
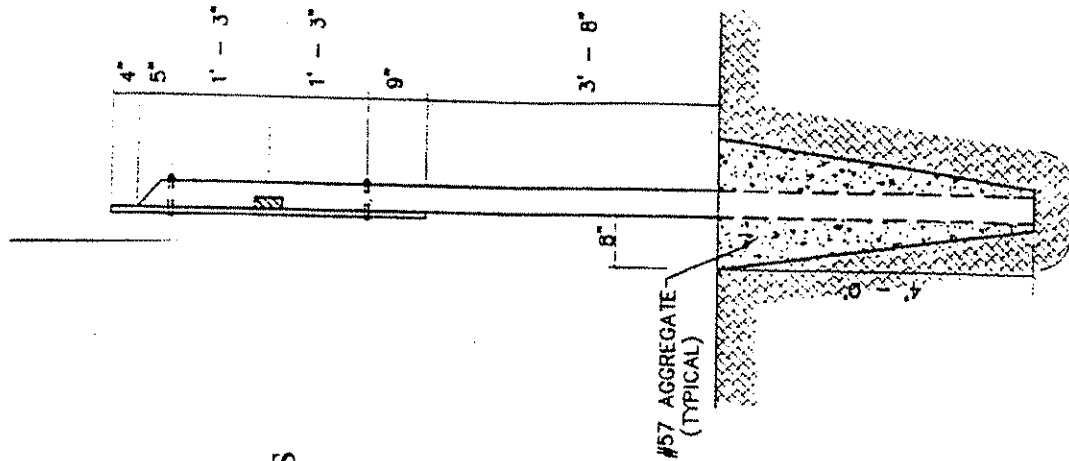
BUYER CB-23	PAGE	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		



BUYER CB-23	PAGE	REQ. OR. PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

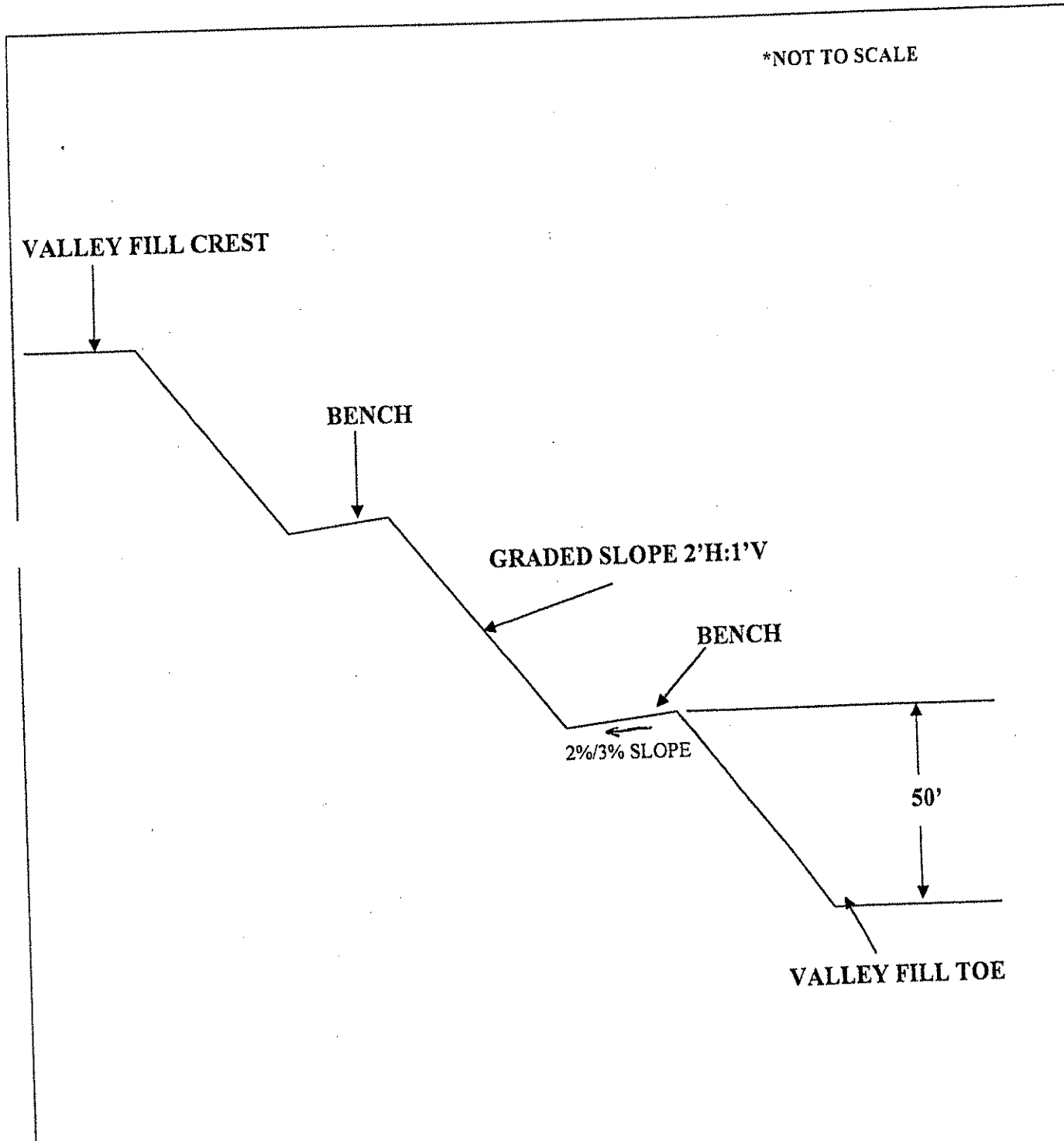
Notes:

1. Sign Board to be 3/4" by 4' X 8' Marine Plywood
2. Sign Board Color is to be White and Letter Colors are to be Dark Green
3. 2" X 4" Treated Cross Brace Let into Posts
4. Mount sign to Posts using 3/8" X 5" Galvanized Carriage Bolts
5. Posts are to be Treated 4" X 4" X 12'
6. Location determined WVDEP



V-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 042	REQ. OR PO. NO. DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



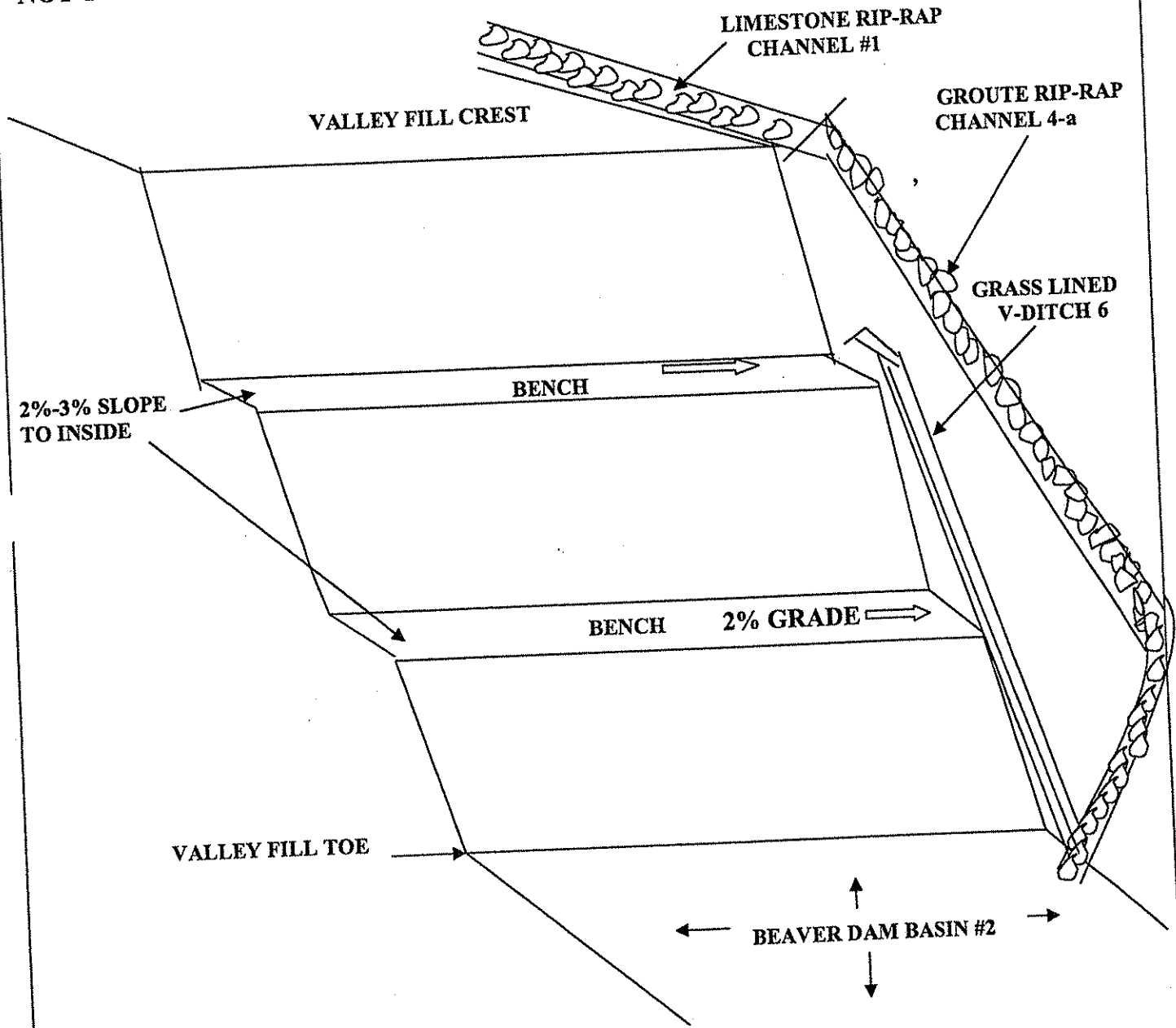
BENHAM GROUP
 120-79

OFFICE OF SPECIAL RECLAMATION	
VALLEY FILL FACE PROFILE	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 ✓ENDOR:

BUYER CB-23	PAGE 043	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

*NOT TO SCALE

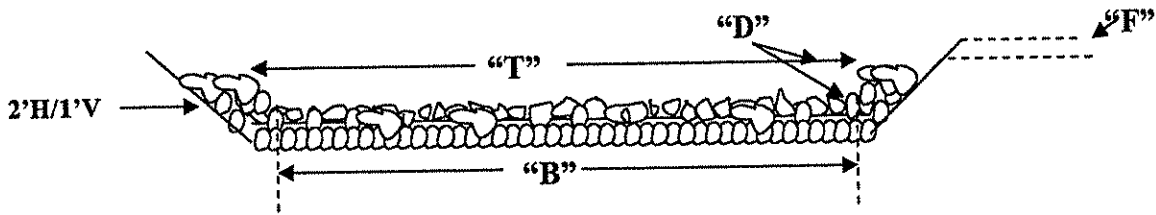


BENHAM GROUP
 120-79

OFFICE OF SPECIAL RECLAMATION	
VALLEY FILL FACE REPAIR	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 044	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



*Rip-rap will be standard limestone
 and will be 18" thick.

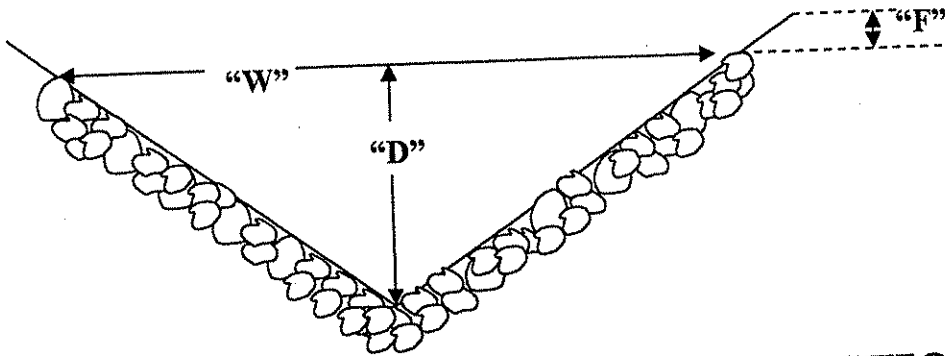
DITCH #	DEPTH "D" (ft)	TOP WIDTH "T" (ft)	BOTTOM WIDTH "B" (ft)	LENGTH (ft)	FREEBOARD "F" (ft)	LINING
Limestone Channel #1	1	8	4	500	1	Limestone Rip-Rap

BENHAM GROUP 120-79

OFFICE OF SPECIAL RECLAMATION	
OPEN LIMESTONE CHANNEL	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 045	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



TYPICAL V-DITCH

X-SECTION

DITCH #	WIDTH "W"	DEPTH "D"	LENGTH	LINING
#1	8'	2'	1,150'	limestone
#2	8'	2'	100'	limestone
#3	4'	2'	975'	limestone
#4	4'	2'	900'	limestone
#5	4'	2'	1,110'	limestone
#6	4'	2'	200'	grass

***NOTE:** Freeboard (F) will be ONE FOOT (1') above rock r
 Slopes will be 2'H/1'V.
 Ditches #1 and #2 will be standard limestone rip-rap.
 Ditches #3, #4 and #5 will be 3" to 8" diameter limestone rip-rap.

BENHAM GROUP

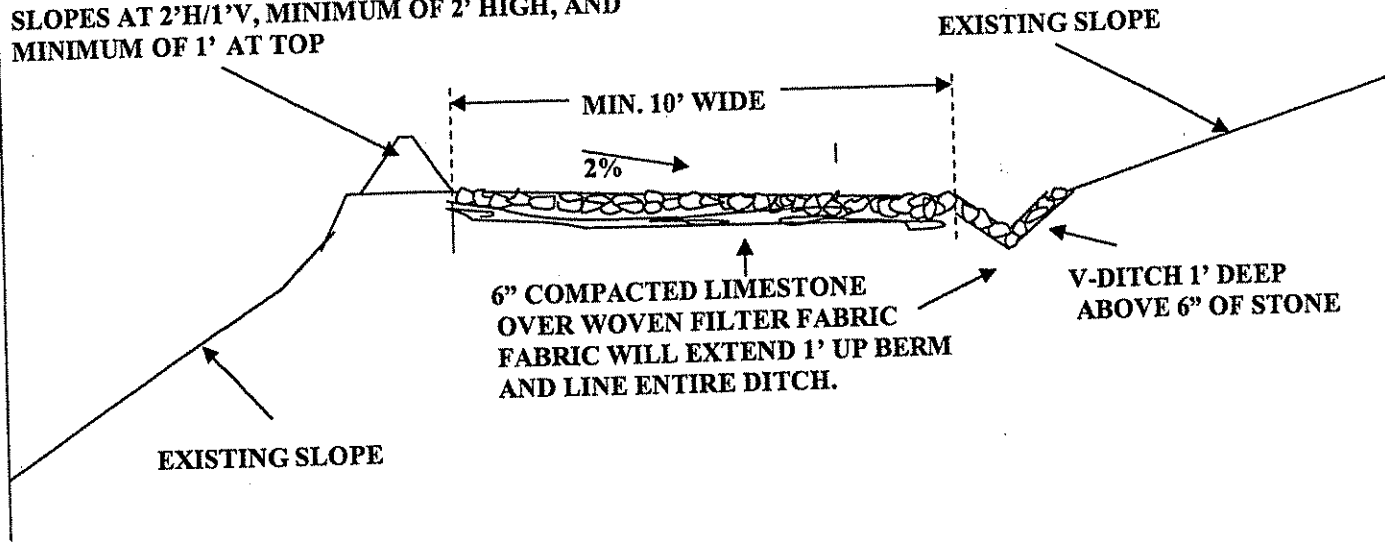
120-79

OFFICE OF SPECIAL RECLAMATION	
V-DITCHES	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 046	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

BERM ON OUTSIDE OF ROAD IS TO
 BE CONSTRUCTED WITH INNER AND OUTER
 SLOPES AT 2'H/1'V, MINIMUM OF 2' HIGH, AND
 MINIMUM OF 1' AT TOP



6" COMPACTED LIMESTONE
 OVER WOVEN FILTER FABRIC
 FABRIC WILL EXTEND 1' UP BERM
 AND LINE ENTIRE DITCH.

V-DITCH 1' DEEP
 ABOVE 6" OF STONE

NOTE: Road will be constructed of clean crushed limestone meeting size specifications.
 TEN PERCENT (10%).....3.5" TO 3"
 TWENTY FIVE PERCENT (25%).....3" TO 2"
 SIXTY FIVE PERCENT (65%).....well graded 2" to .75"

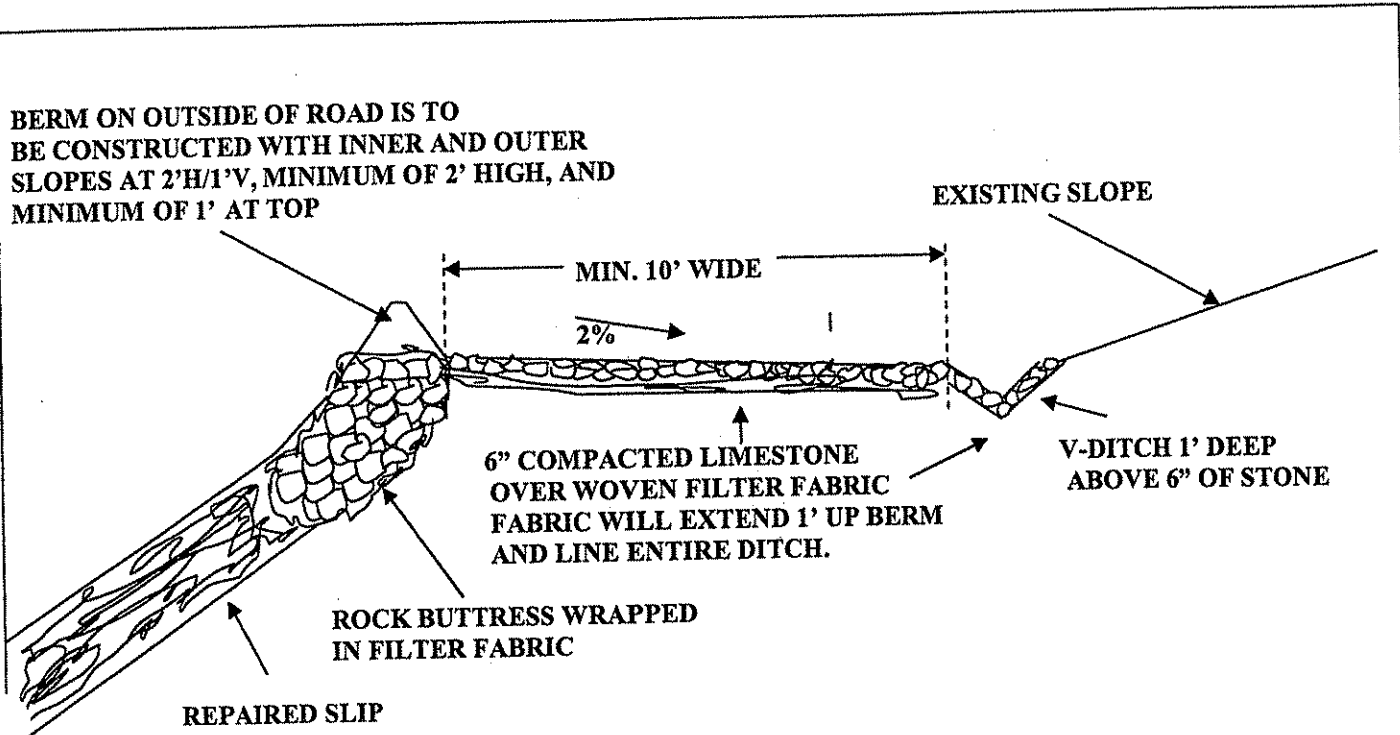
Stone will be compacted to a depth of six inches (6"), achieved by making at
 least three (3) passes over stone with a D-6 Dozer or equivalent equipment.

BENHAM GROUP
 120-79

OFFICE OF SPECIAL RECLAMATION	
ACCESS ROADS #2, #3, #4	
V-DITCHES #3, #4, #5 TYPICALS	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 047	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



NOTE: Road will be constructed of clean crushed limestone meeting size specifications.
 TEN PERCENT (10%).....3.5" TO 3"
 TWENTY FIVE PERCENT (25%).....3" TO 2"
 SIXTY FIVE PERCENT (65%).....well graded 2" to .75"

Stone will be compacted to a depth of six inches (6"), achieved by making at least three (3) passes over stone with a D-6 Dozer or equivalent equipment.

TYPICAL AT REPAIRED SLIP AREAS

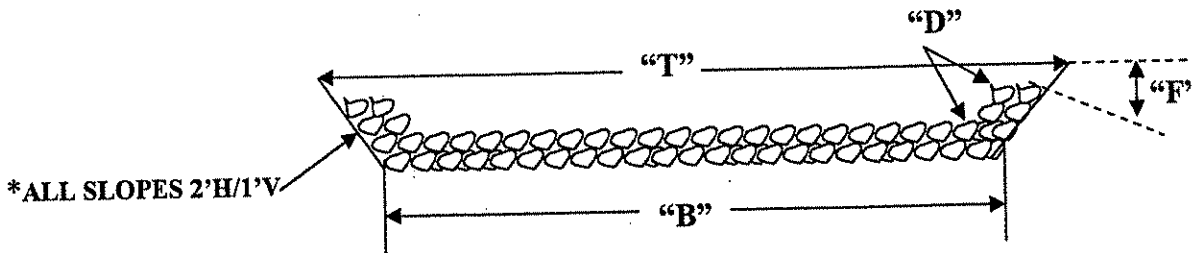
BENHAM GROUP
 120-79

OFFICE OF SPECIAL RECLAMATION	
ACCESS ROADS #2, #3, #4	
V-DITCHES #3, #4, #5 TYPICALS	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 048	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

BENHAM GROUP 120-79



GROUTED SPILLWAY/CHANNEL	DEPTH "D" (ft)	TOP WIDTH "T" (ft)	BOTTOM WIDTH "B" (ft)	FREEBOARD "F" (ft)	LINING
SPILLWAY POND #1 25'	1	8	4	1	GROUTED SANDSTONE
SPILLWAY POND #2 25'	1	8	4	1	GROUTED SANDSTONE
SPILLWAY POND #3 25'	1	8	4	1	GROUTED SANDSTONE
SPILLWAY POND #4 25'	1	8	4	1	GROUTED SANDSTONE
SPILLWAY POND #5 25'	1	8	4	1	GROUTED SANDSTONE
DC SPILLWAY #1 25'	1	8	4	1	GROUTED SANDSTONE
DC SPILLWAY #2 25'	1	8	4	1	GROUTED SANDSTONE
CHANNEL #4a (250')	1	8	4	1	GROUTED SANDSTONE

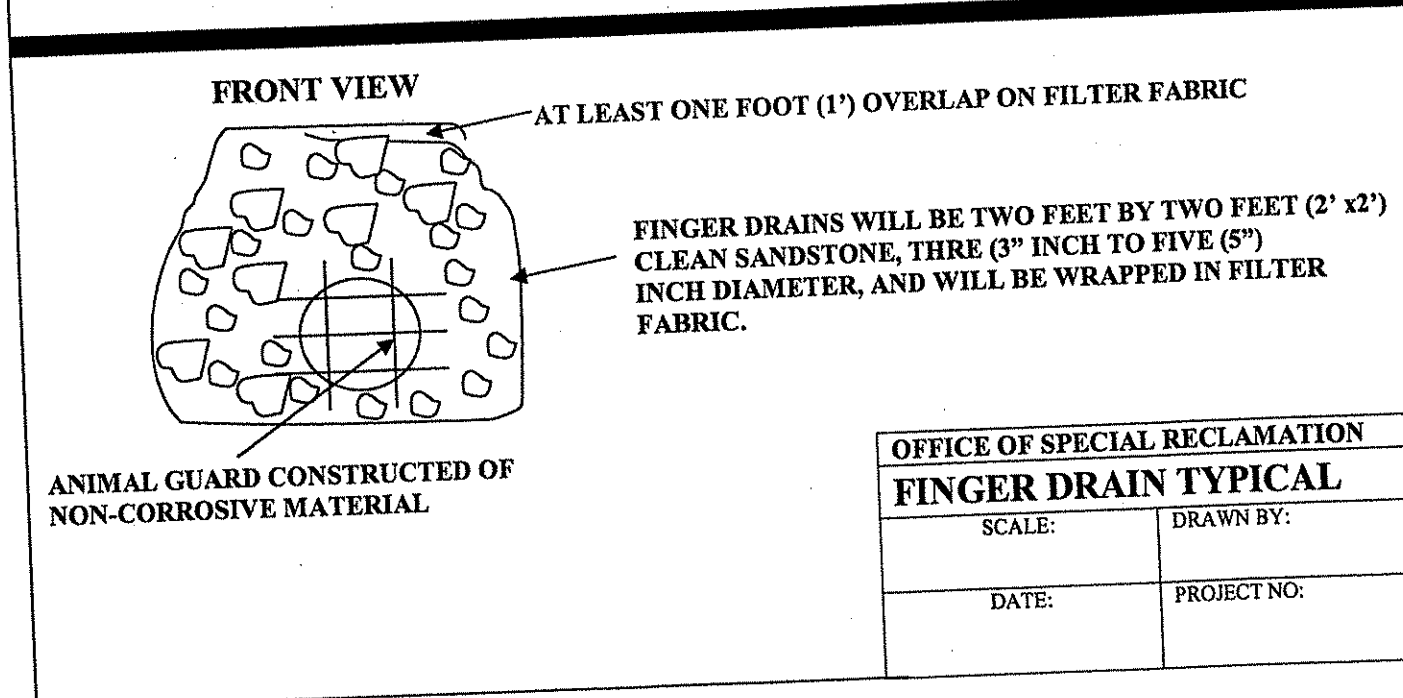
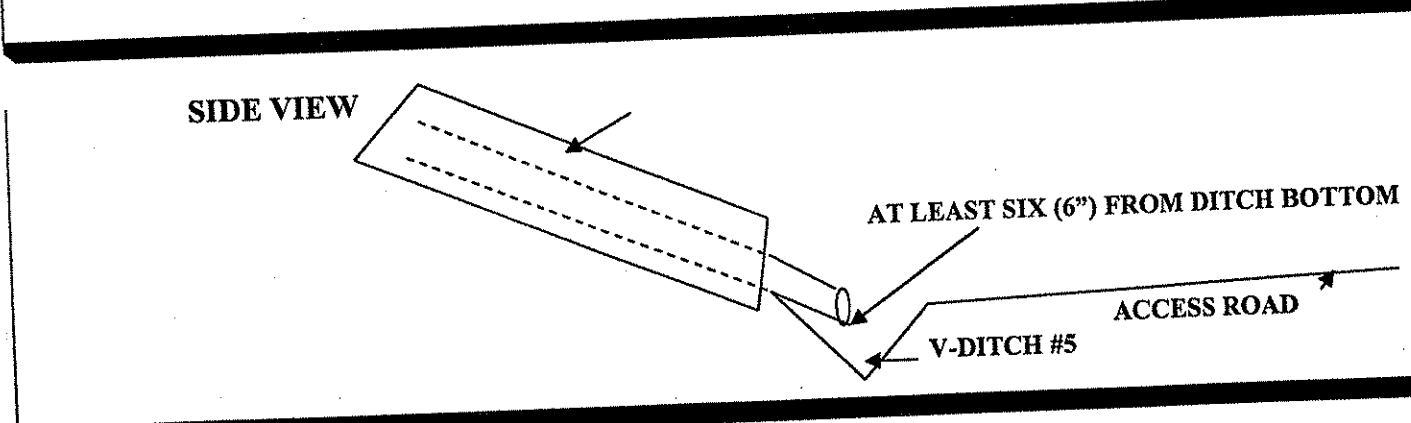
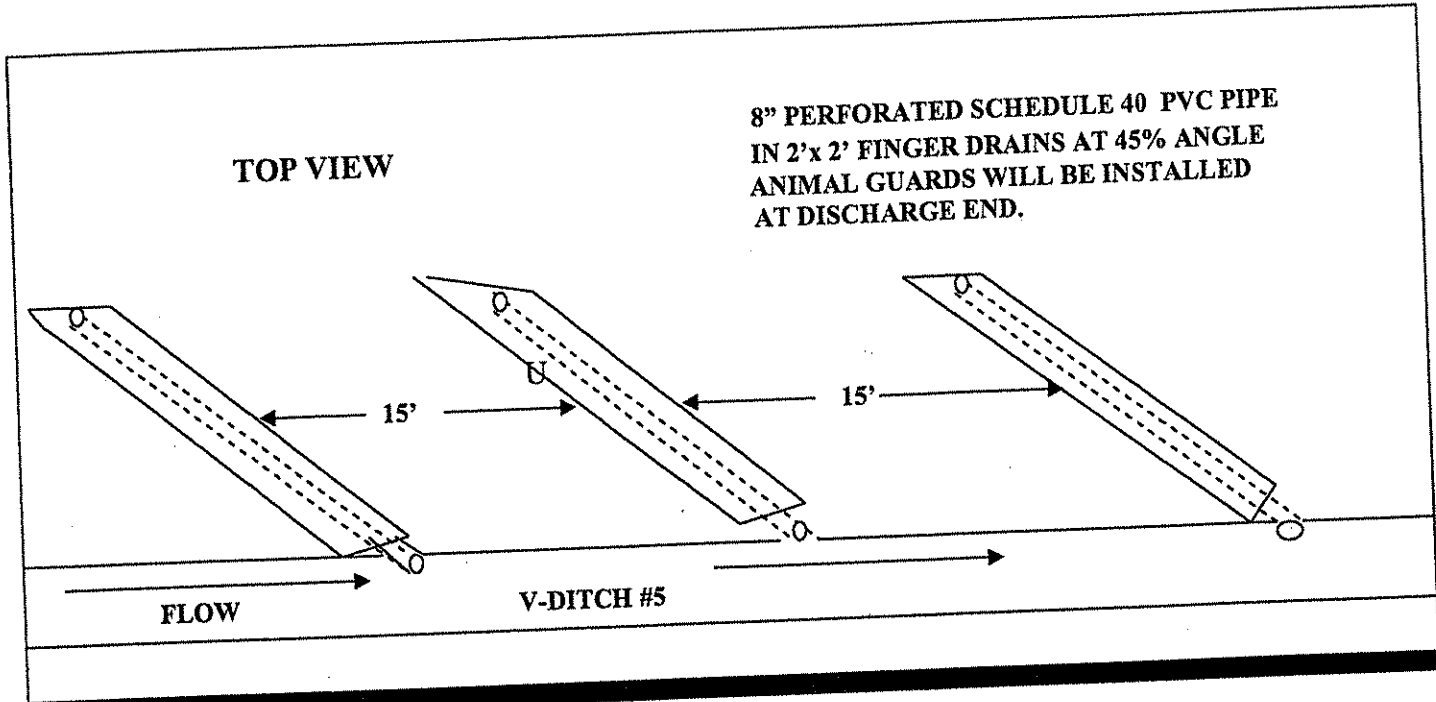
*DC is Drying Cell

*GROUT MUST FILL ALL VOIDS IN RIP-RAP AND SLOPED TO AVOID POOLING ON SURFACE

*GROUTED RIP-RAP WILL BE 18" THICK IN ALL SPILLWAYS AND CHANNEL

OFFICE OF SPECIAL RECLAMATION	
GROUTED RIP-RAP CHANNEL/SPILLWAYS	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

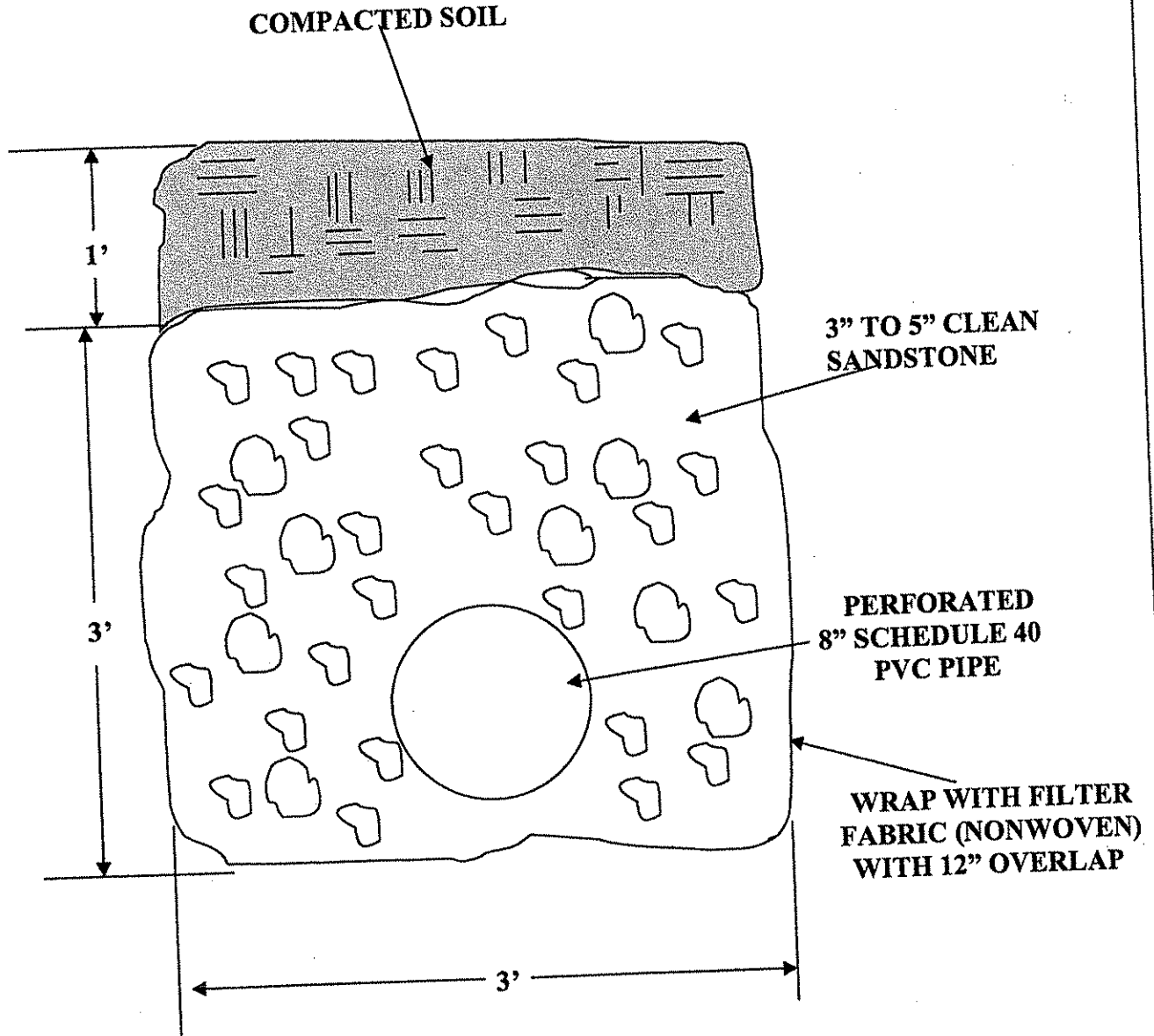
BUYER CB-23	PAGE 049	REQ. OR PO NO DEP 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



OFFICE OF SPECIAL RECLAMATION	
FINGER DRAIN TYPICAL	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 050	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

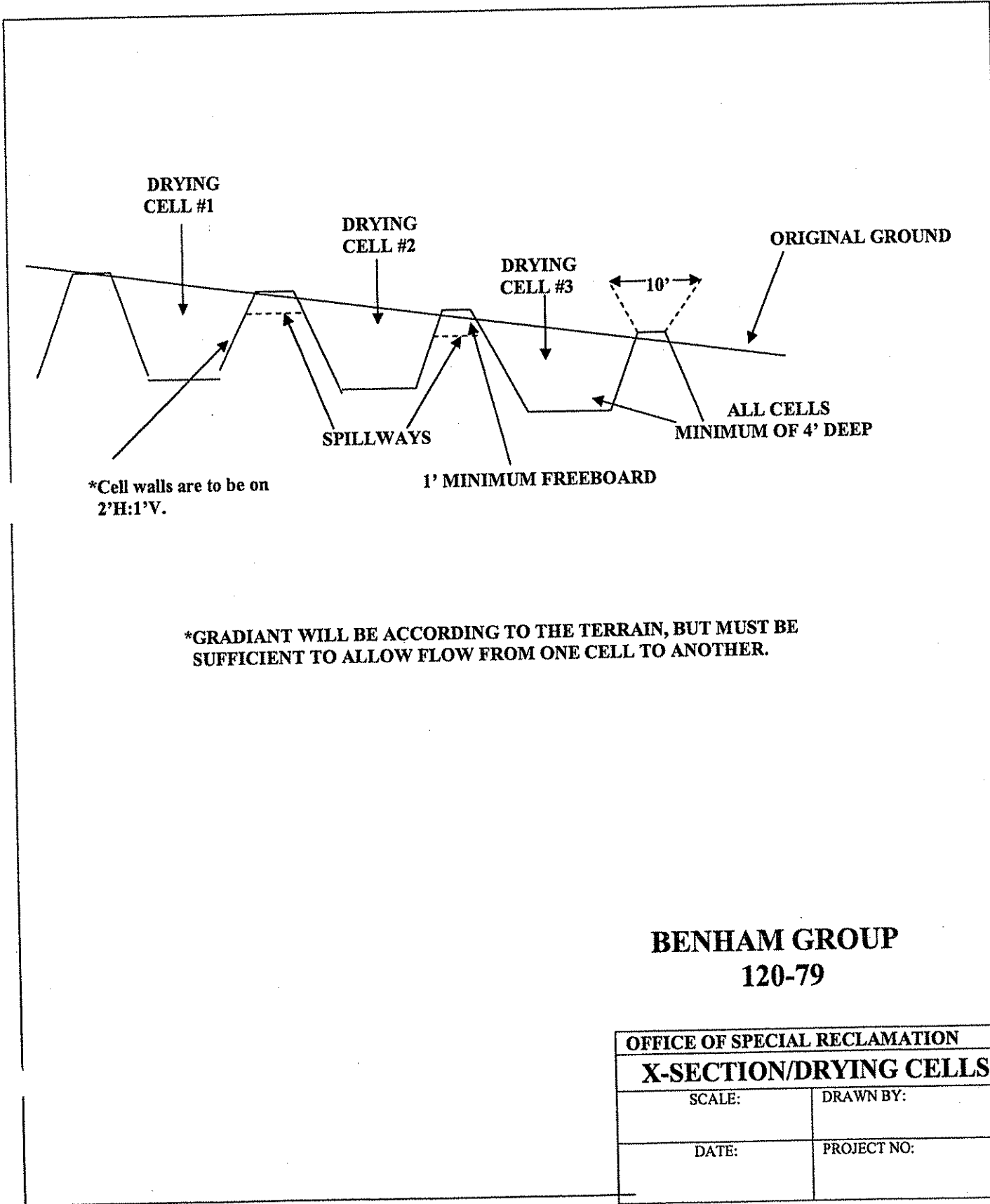


BENHAM GROUP
 120-79

OFFICE OF SPECIAL RECLAMATION	
FINGER DRAIN COLLECTION SYSTEM	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 051	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



*Cell walls are to be on
2'H:1'V.

1' MINIMUM FREEBOARD

*GRADIENT WILL BE ACCORDING TO THE TERRAIN, BUT MUST BE
SUFFICIENT TO ALLOW FLOW FROM ONE CELL TO ANOTHER.

BENHAM GROUP
120-79

OFFICE OF SPECIAL RECLAMATION	
X-SECTION/DRYING CELLS	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

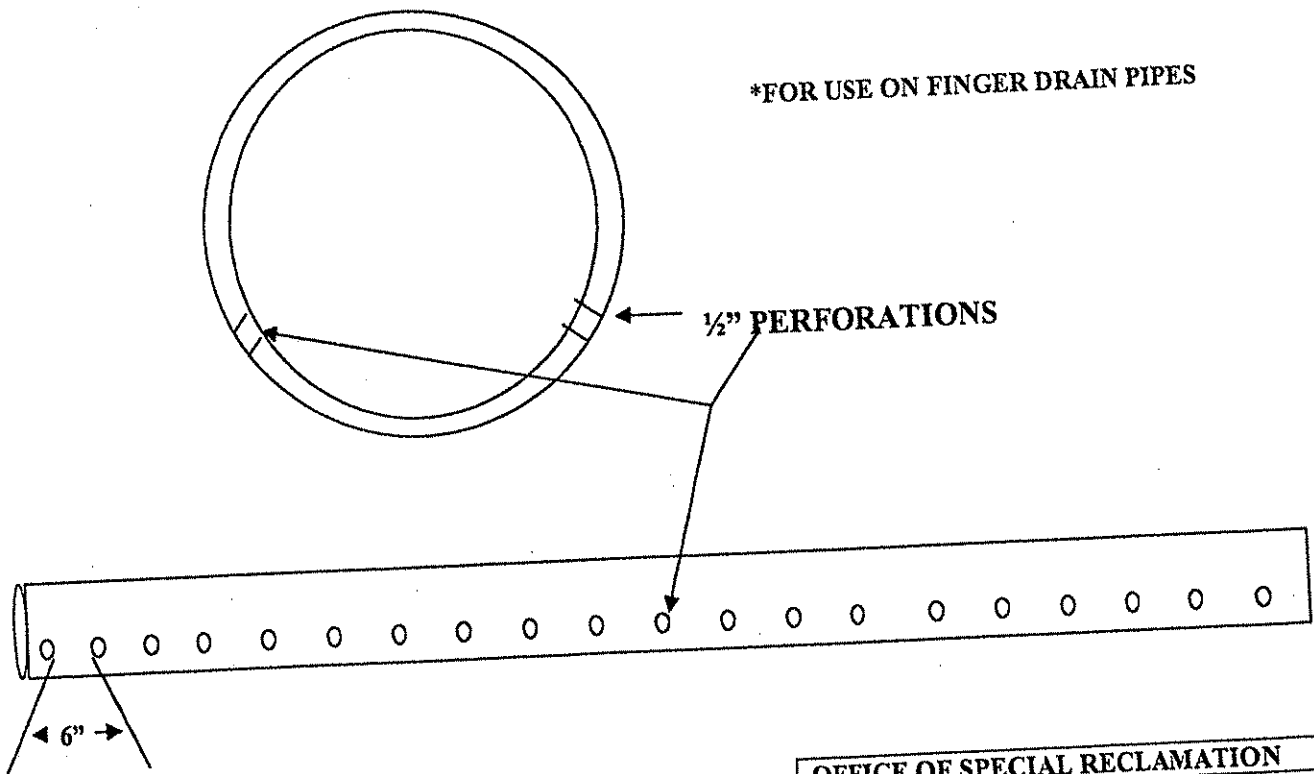
7-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

BUYER CB-23	PAGE 052	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

**BENHAM GROUP
120-79**

**DIAMETER OF HOLES WILL BE ONE HALF INCH (1/2")
AND SPACED SIX (6") INCHES APART**

***FOR USE ON FINGER DRAIN PIPES**

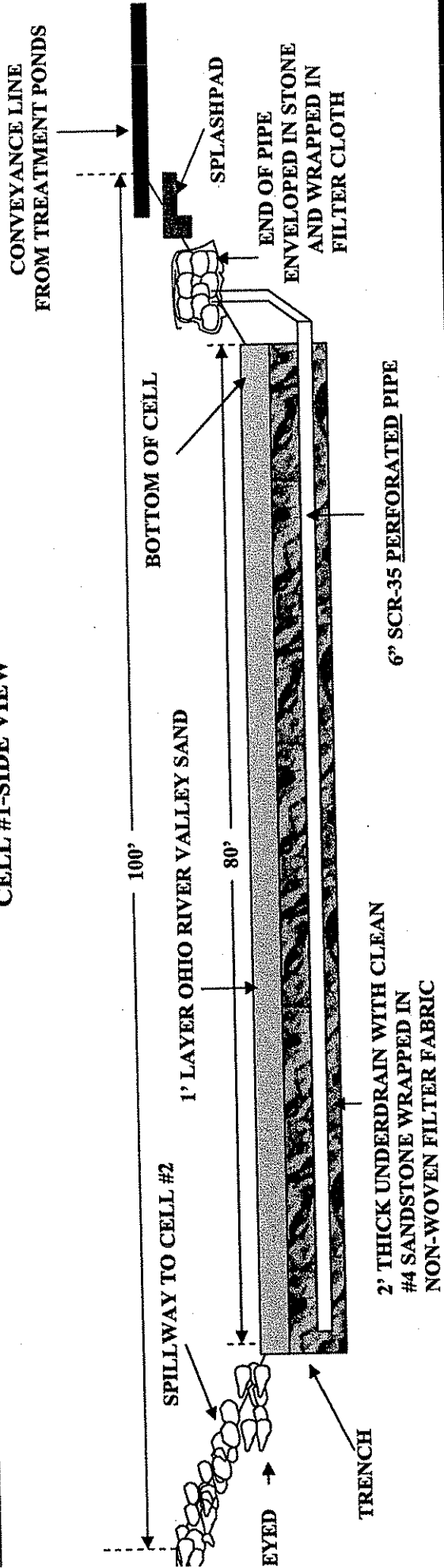


OFFICE OF SPECIAL RECLAMATION	
PIPE PERFORATION DETAILS	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

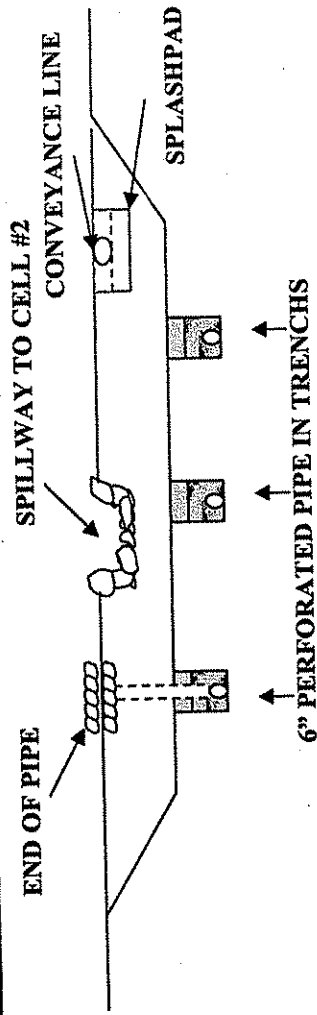
WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

CELL #1-SIDE VIEW



CELL #1-END VIEW

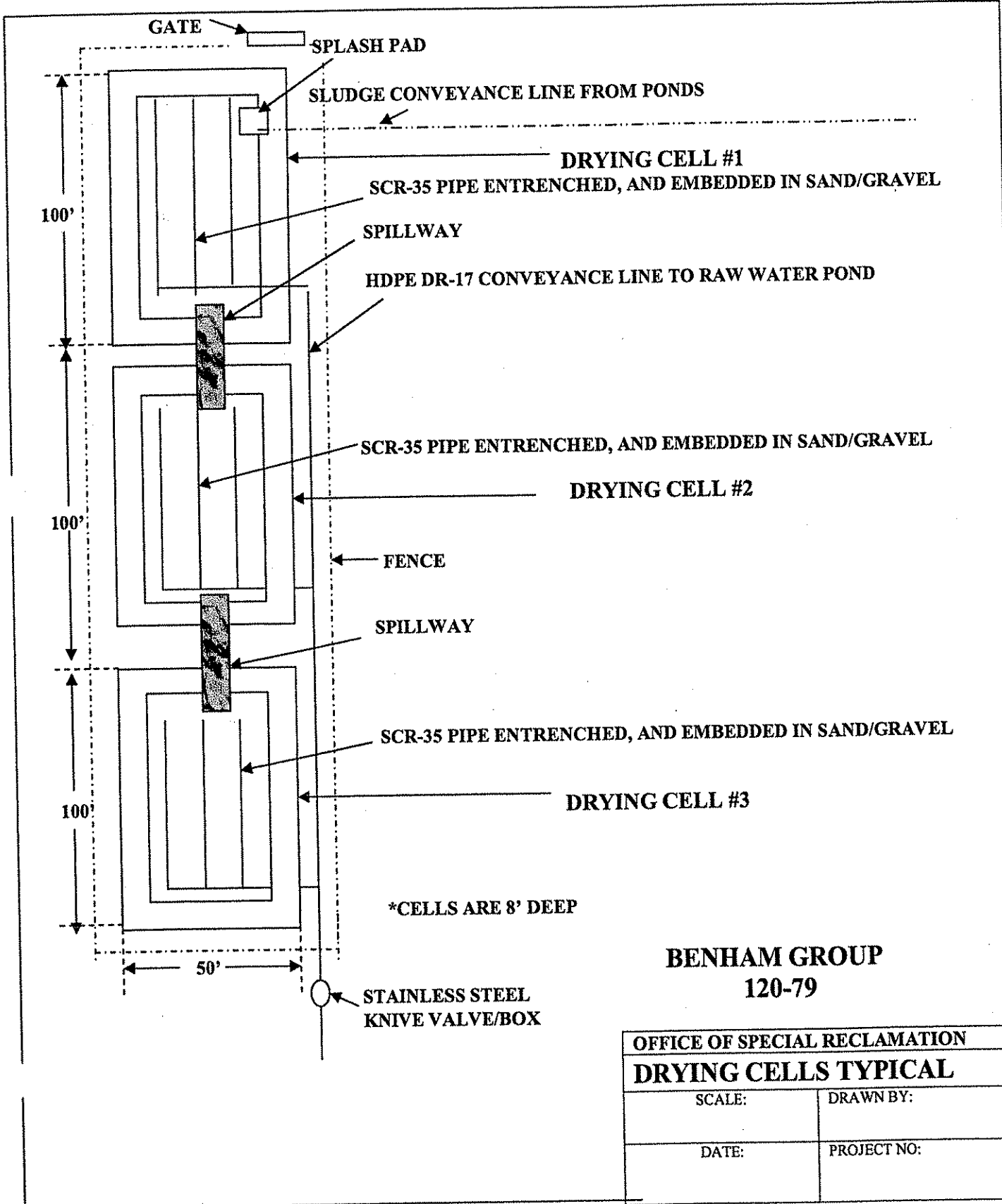


BENHAM GROUP
 120-79

OFFICE OF SPECIAL RECLAMATION	
SLUDGE CELL #1 X-SECTION	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

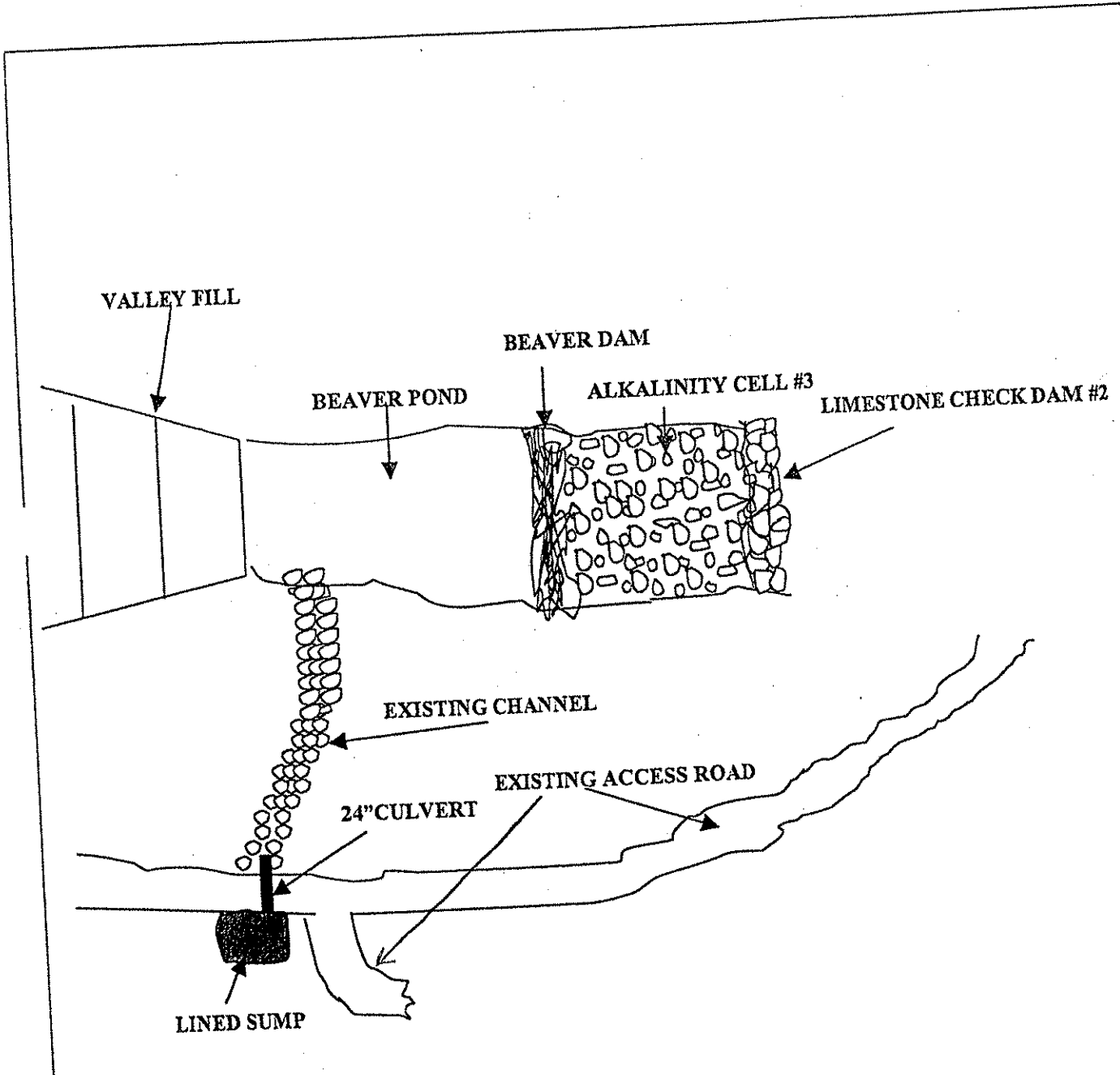
BUYER CB-23	PAGE 054	REQ. OR PO NO DEP 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



OFFICE OF SPECIAL RECLAMATION	
DRYING CELLS TYPICAL	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 155	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



*Sump will be lined with Poly-Flex Liner
 and will be sealed around culvert to prevent
 leaking.

BENHAM GROUP 120-79

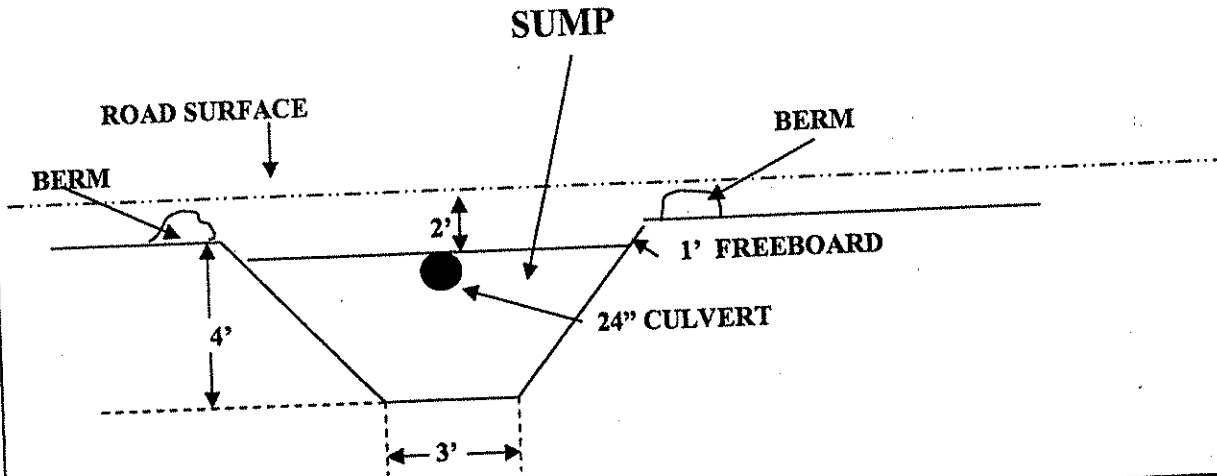
OFFICE OF SPECIAL RECLAMATION	
SUMP/CULVERT	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

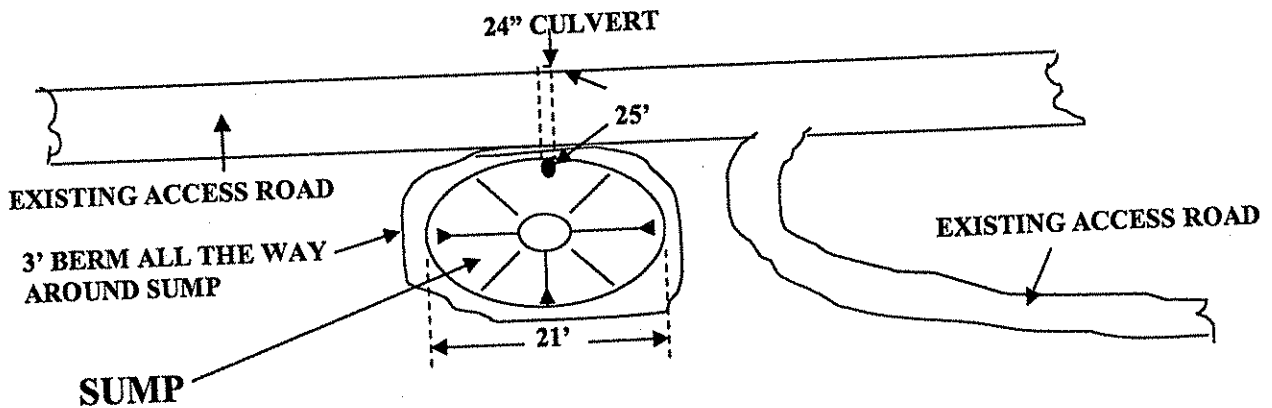
BUYER CB-23	PAGE 056	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

SIDE VIEW

*NOT TO SCALE



*SUMP WILL BE LINED WITH 60 mil "POLY-FLEX" LINER
 AND SEALED AROUND 24" CMP CULVERT TO
 PREVENT LEAKS.



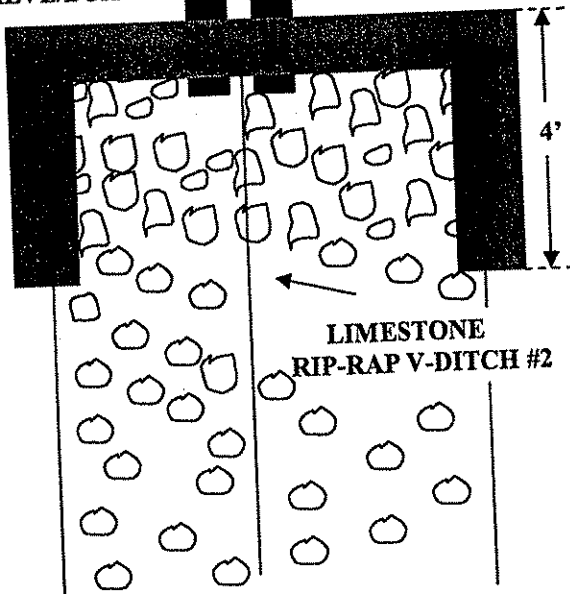
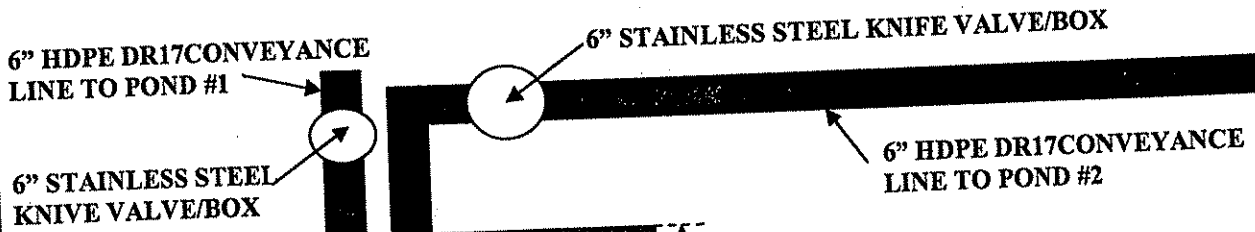
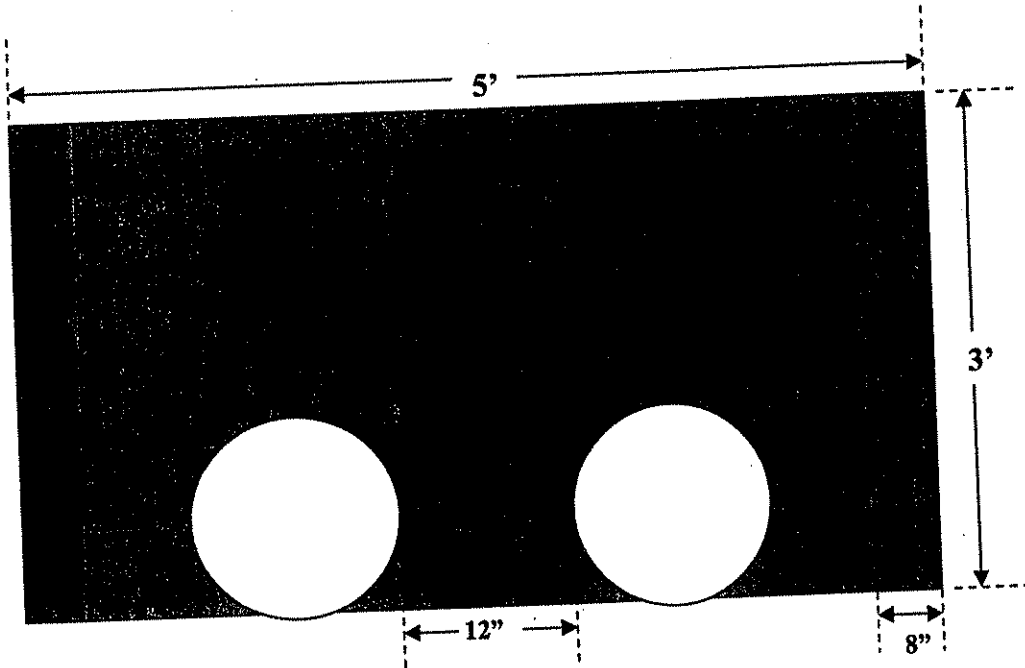
BENHAM GROUP 120-79

OFFICE OF SPECIAL RECLAMATION	
SUMP AND 24" CULVERT	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 057	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

HEADWALL

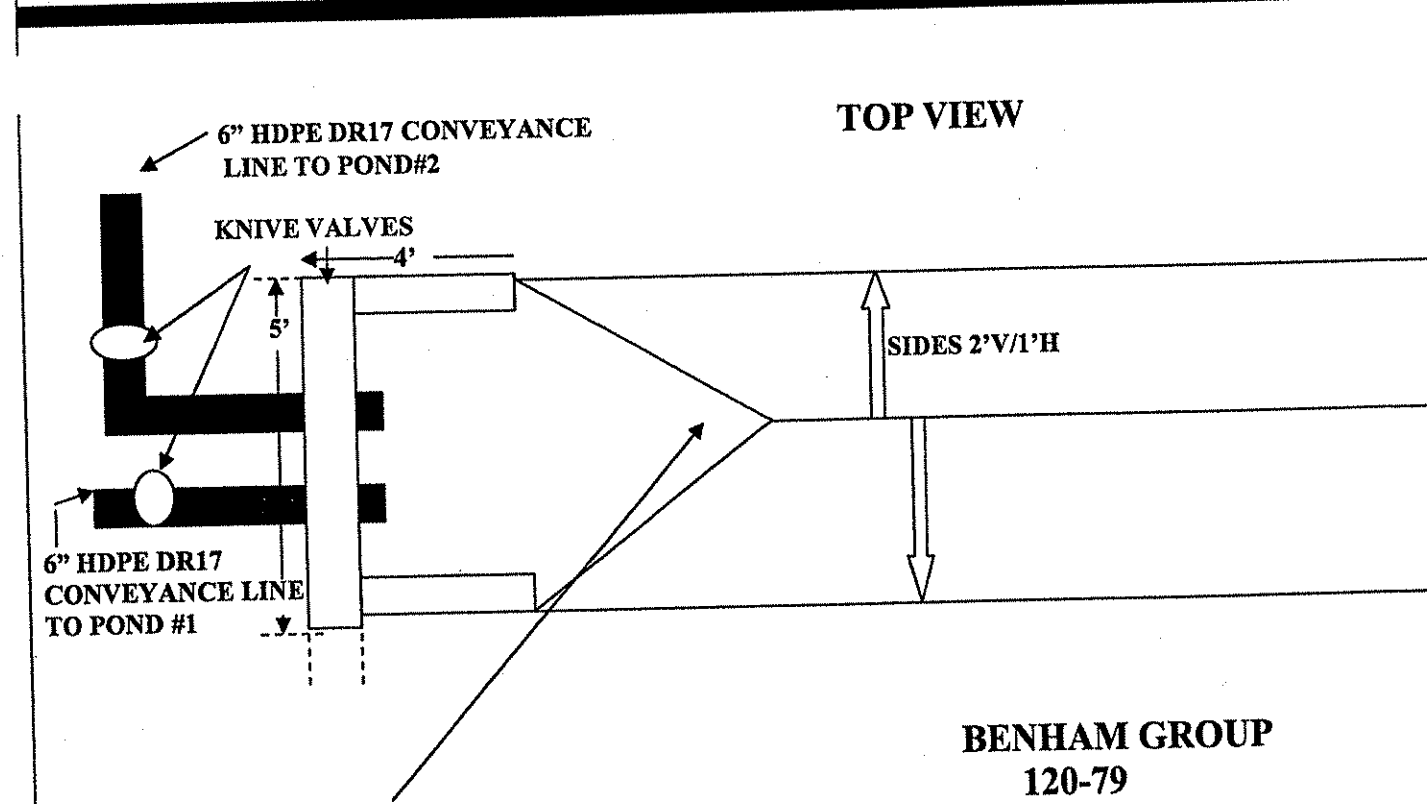
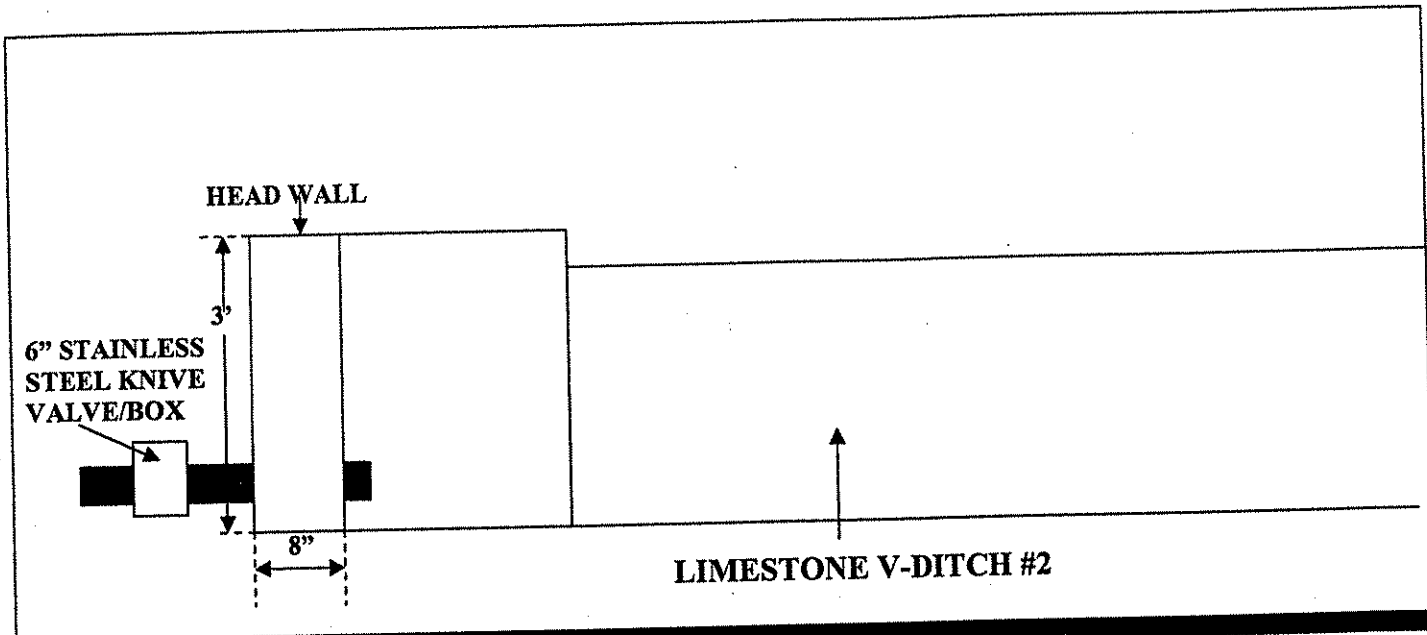


BENHAM GROUP
120-79

OFFICE OF SPECIAL RECLAMATION	
HEADWALL #1	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 058	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



BENHAM GROUP
 120-79

*V-DITCH WILL FLAIR OUT AT APPROXIMATELY FIVE FEET (5') FROM THE HEADWALL TO ACCOMODATE THE PLACEMENT OF THE CONVEYANCE LINES.

OFFICE OF SPECIAL RECLAMATION	
CONCRETE HEAD WALL #1	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

BUYER CB-23	PAGE 059	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

BENHAM GROUP 120-79

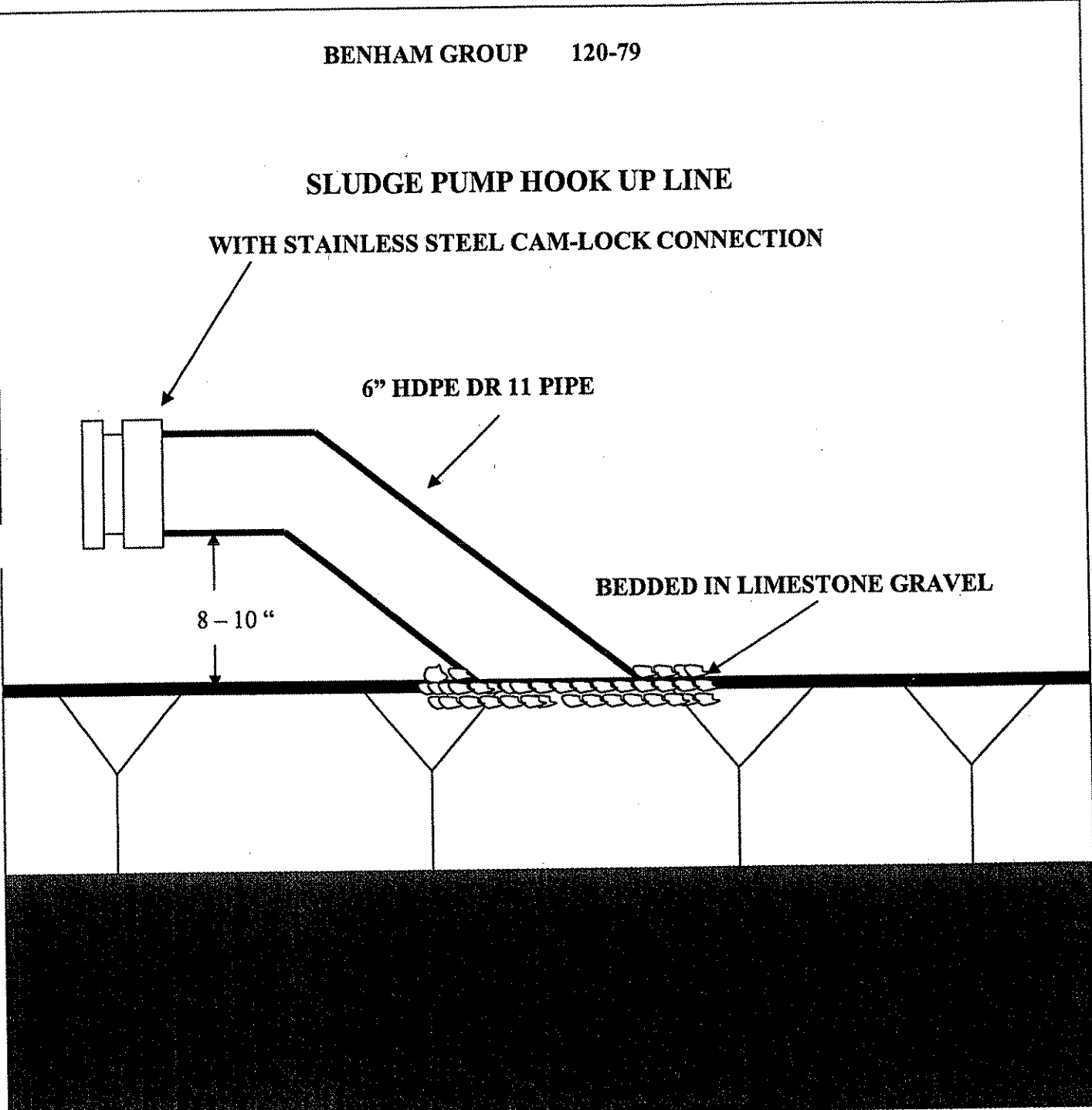
SLUDGE PUMP HOOK UP LINE

WITH STAINLESS STEEL CAM-LOCK CONNECTION

6" HDPE DR 11 PIPE

BEDDED IN LIMESTONE GRAVEL

8-10"



OFFICE OF SPECIAL RECLAMATION

SLUDGE PUMP LINE ATTACHMENT

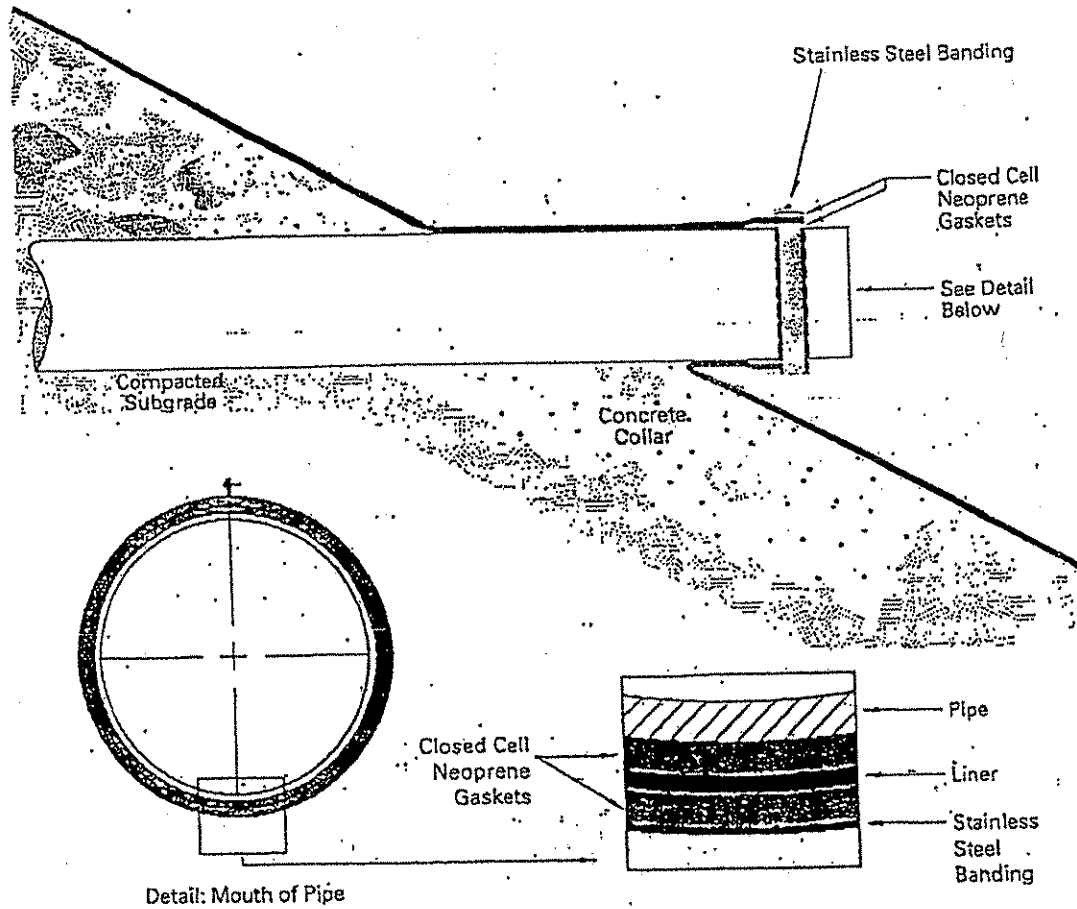
SCALE:
NOT TO SCALE

DRAWN BY:

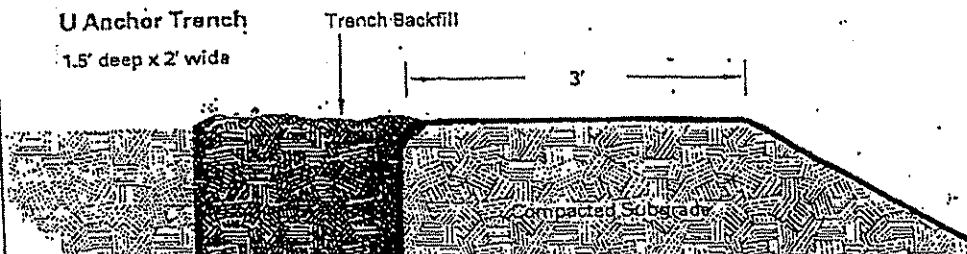
WV-36
 REV. 1/29/02
 VENDOR:

STATE OF WEST VIRGINIA
 PURCHASING CONTINUATION SHEET

Pipe Penetration



Anchor Trench Details



SPECIAL RECLAMATION
PONDS #1,2,3,4,5
LINER DETAILS
 DRAWN BY:

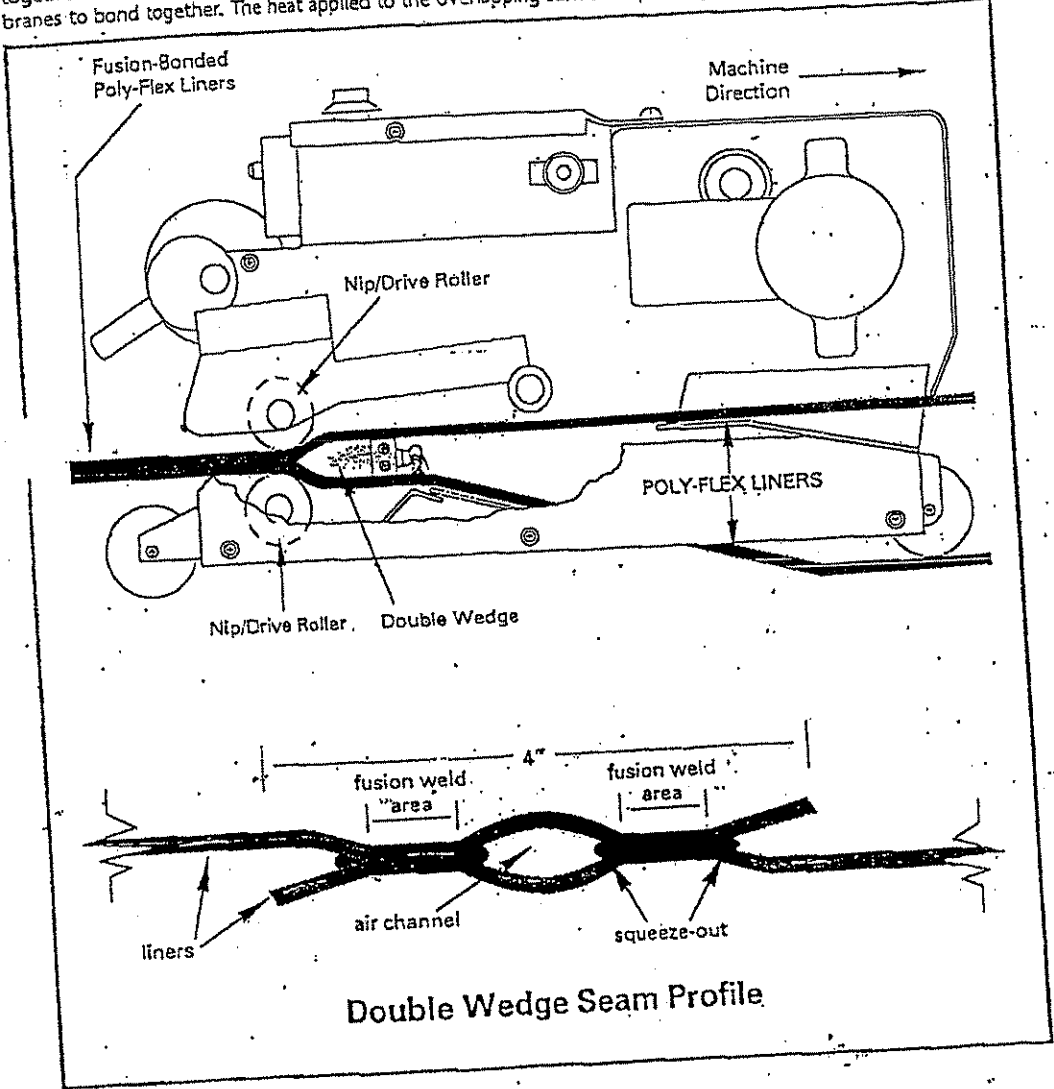
STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

7-36
V. 1/29/02
NDOR:



POLY-FLEX FUSION WELDING SYSTEM

The Fusion System (below) produces a bonded seam by running a hot metal wedge between the overlapped area of the Poly-Flex liners. As the welding machine advances, these overlapped portions of the liners come together at the tapered end of the wedge, where pressure from two nip/drive rollers causes the heated membranes to bond together. The heat applied to the overlapping surfaces is precisely controllable.



This seaming method is designed to achieve the following:

1. Monitor operating temperatures via digital readout.
2. Form uniform bonds by applying consistent pressure to the seam areas.
3. Reduce surface tension and remove surface contamination without grinding, which improves seam strength.
4. Ensure high reliability, which results in consistent seam integrity.
5. Minimize operator error, as the machine is semi-automatic.

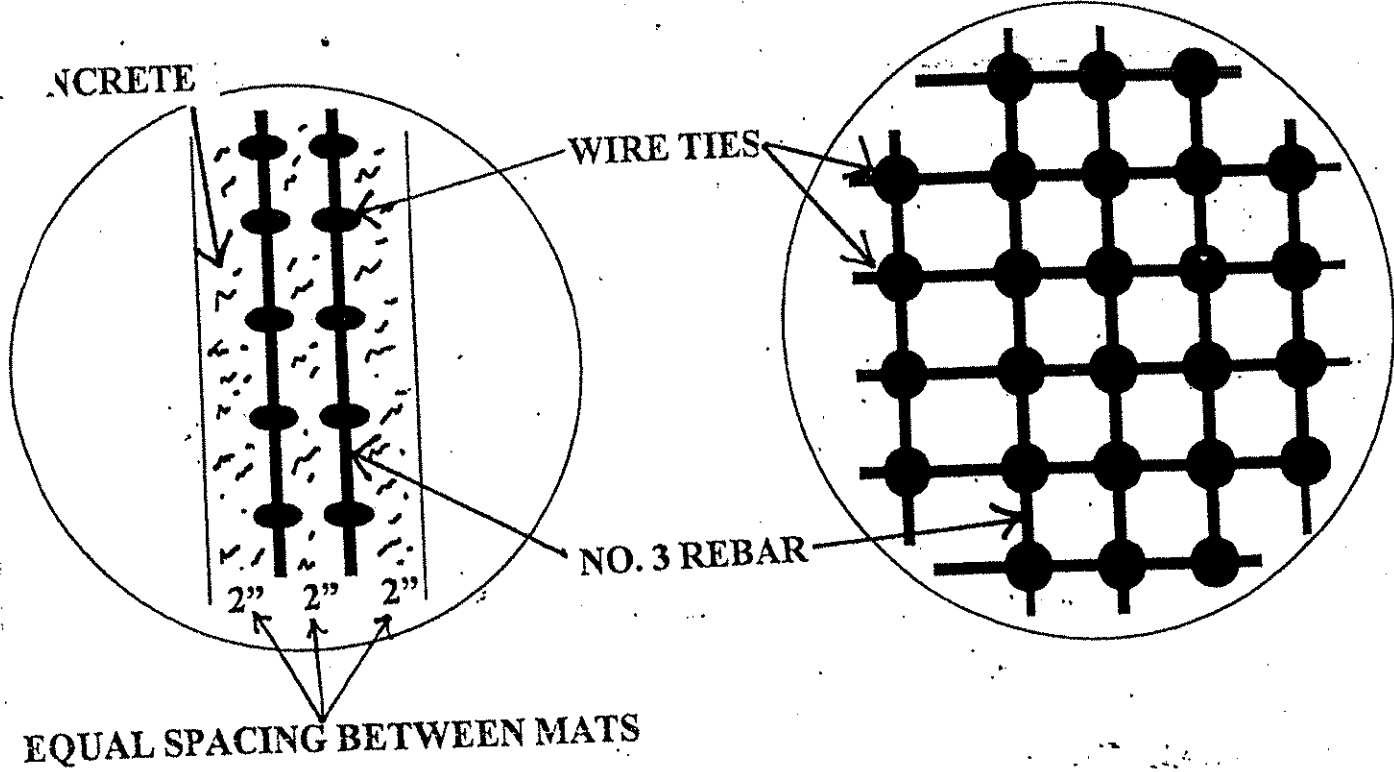
Seaming procedures using Poly-Flex fusion welder:

SPECIAL RECLAMATION
PONDS #1,2,3,4,5
LINER DETAILS

-36 STATE OF WEST VIRGINIA
 7. 1/29/02 PURCHASING CONTINUATION SHEET
 NDOR:

CONCRETE CONSTRUCTION DETAILS FOR ACCESS PADS

1. TWO MATS OF NO. 3 REBAR ON AN 8" GRID PATTERN SHALL BE PLACED THROUGHOUT THE CONCRETE STRUCTURE.
2. EACH 8" GRID WILL BE TIED / WIRED AT CORNERS.
3. EACH MAT SHALL BE SPACED EVENLY THROUGHOUT THE THICKNESS OF THE CONCRETE.
4. ALL SIDE AND BOTTOM MATS WILL BE TIED / JOINED AT THE EDGES TO FORM A CONTINUOUS INTERNAL STRUCTURE.

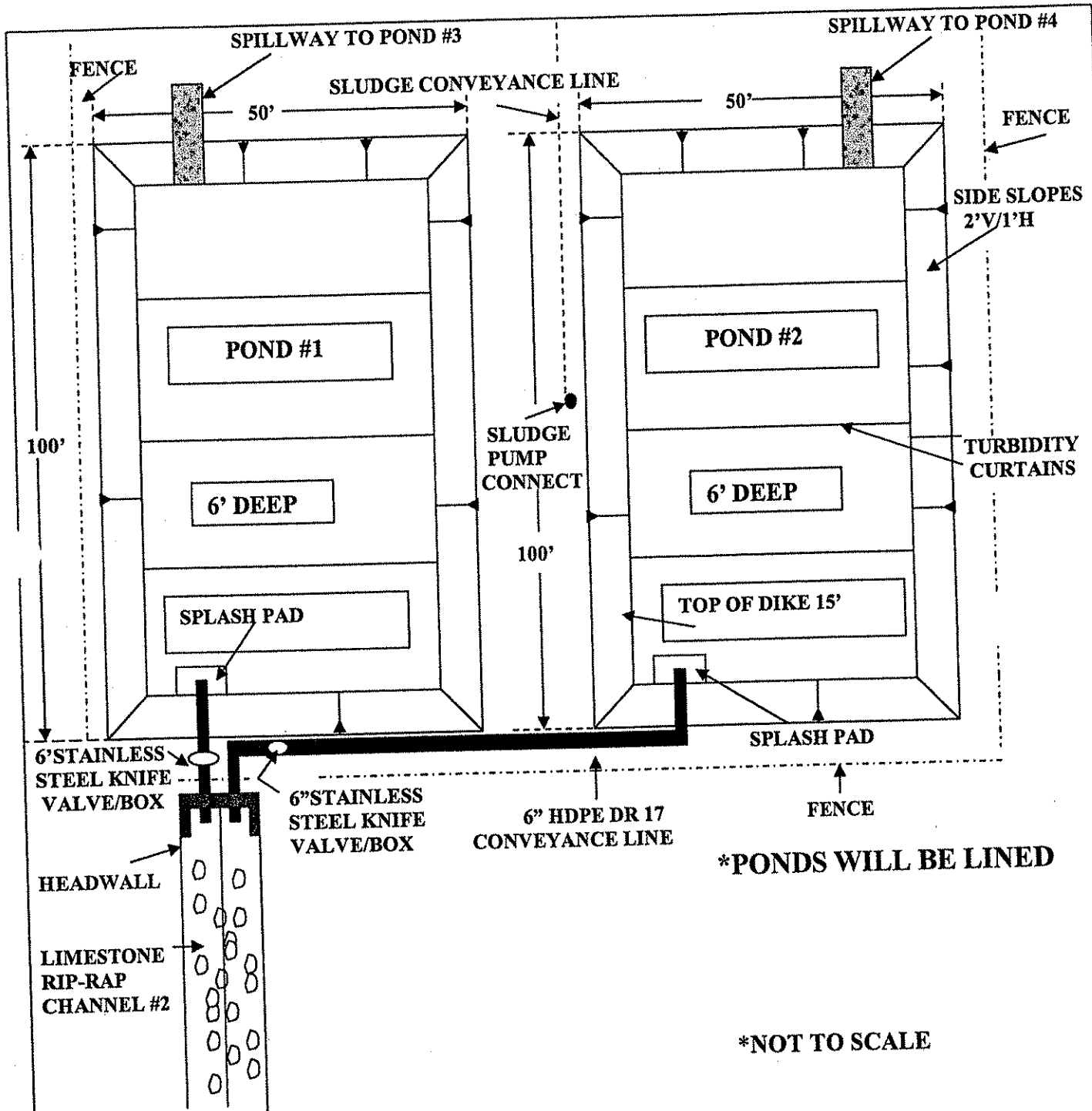


BENHAM GROUP 120-79

SPECIAL RECLAMATION	
CONCRETE DETAILS	
SCALE:	DRAWN BY:
NAME:	PROJECT NO.:

WV-36a STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 063	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

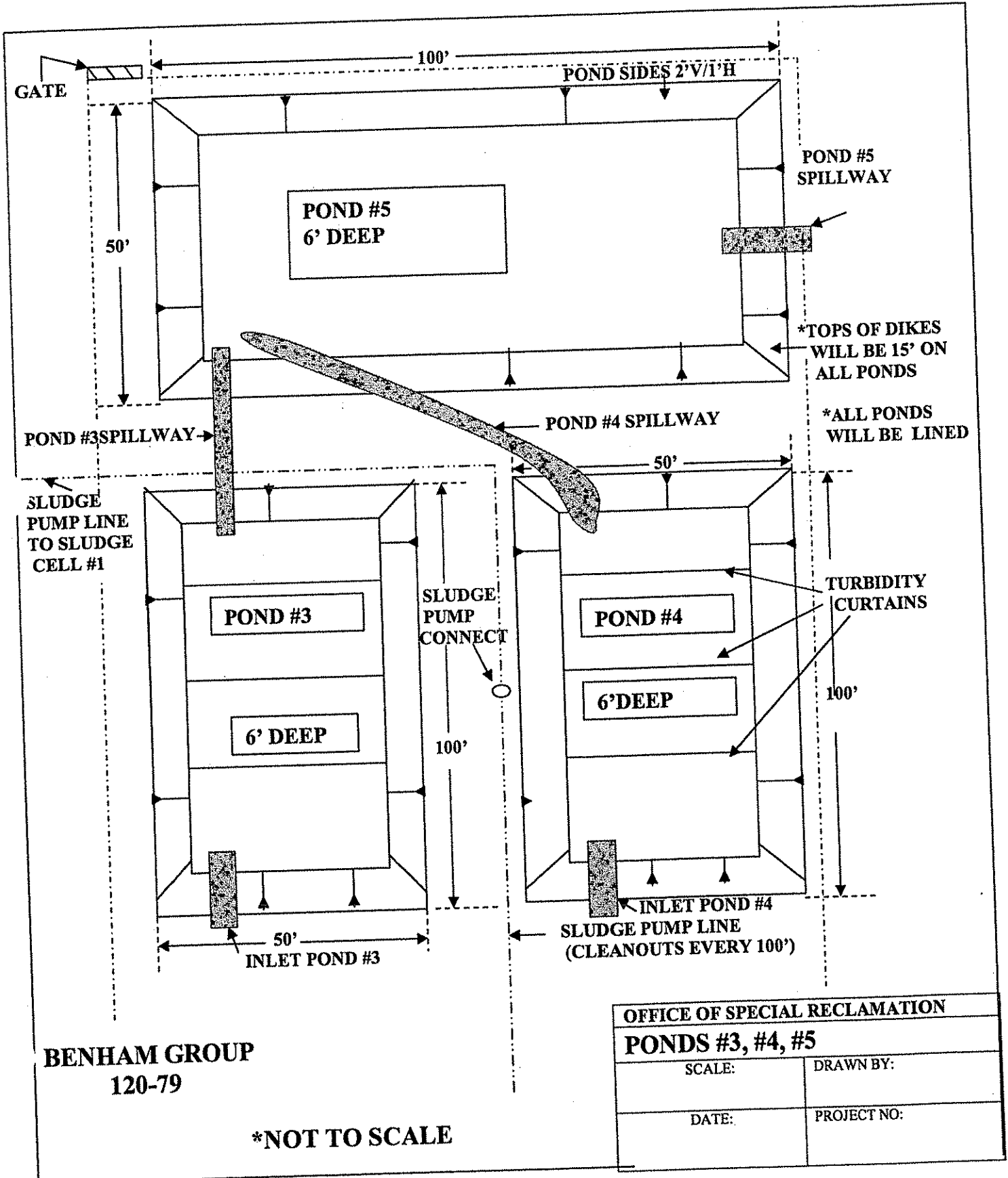


BENHAM GROUP
 120-79

OFFICE OF SPECIAL RECLAMATION	
PONDS #1 AND #2	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

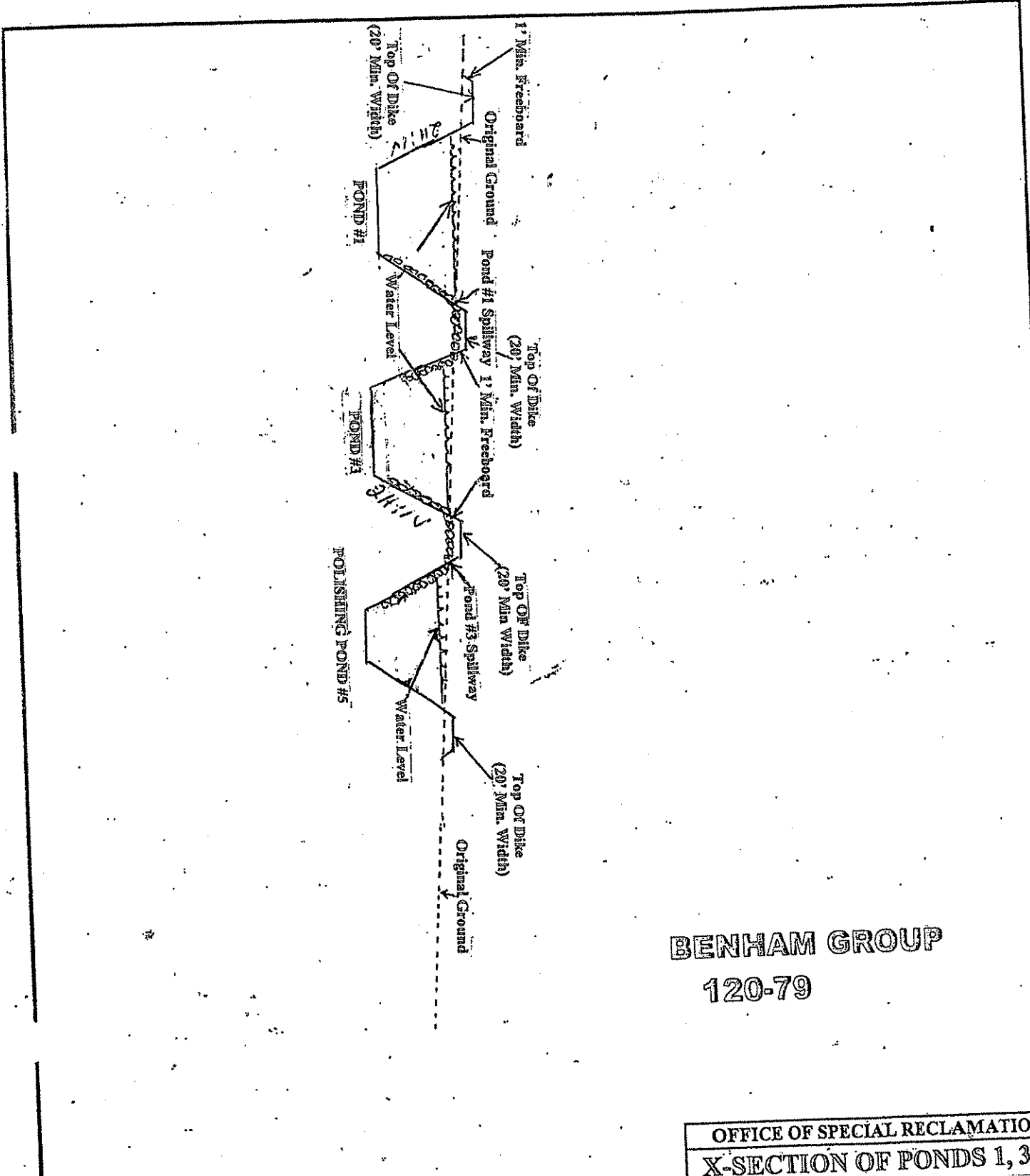
BUYER CB-23	PAGE 064	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



OFFICE OF SPECIAL RECLAMATION	
PONDS #3, #4, #5	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER	PAGE	REQ. OR PO NO.
CB-23065	DEP 13005	
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

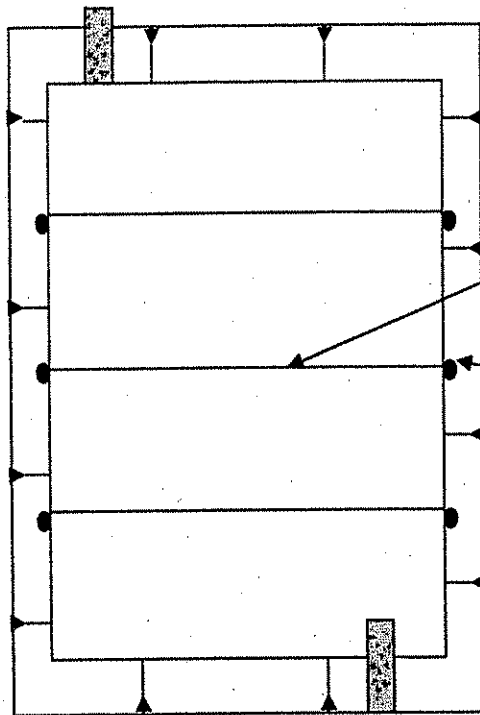


BENHAM GROUP
 120-79

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 066	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

TOP VIEW



*water to flow through windows or over the top of the baffles

BAFFLES

ANCHOR

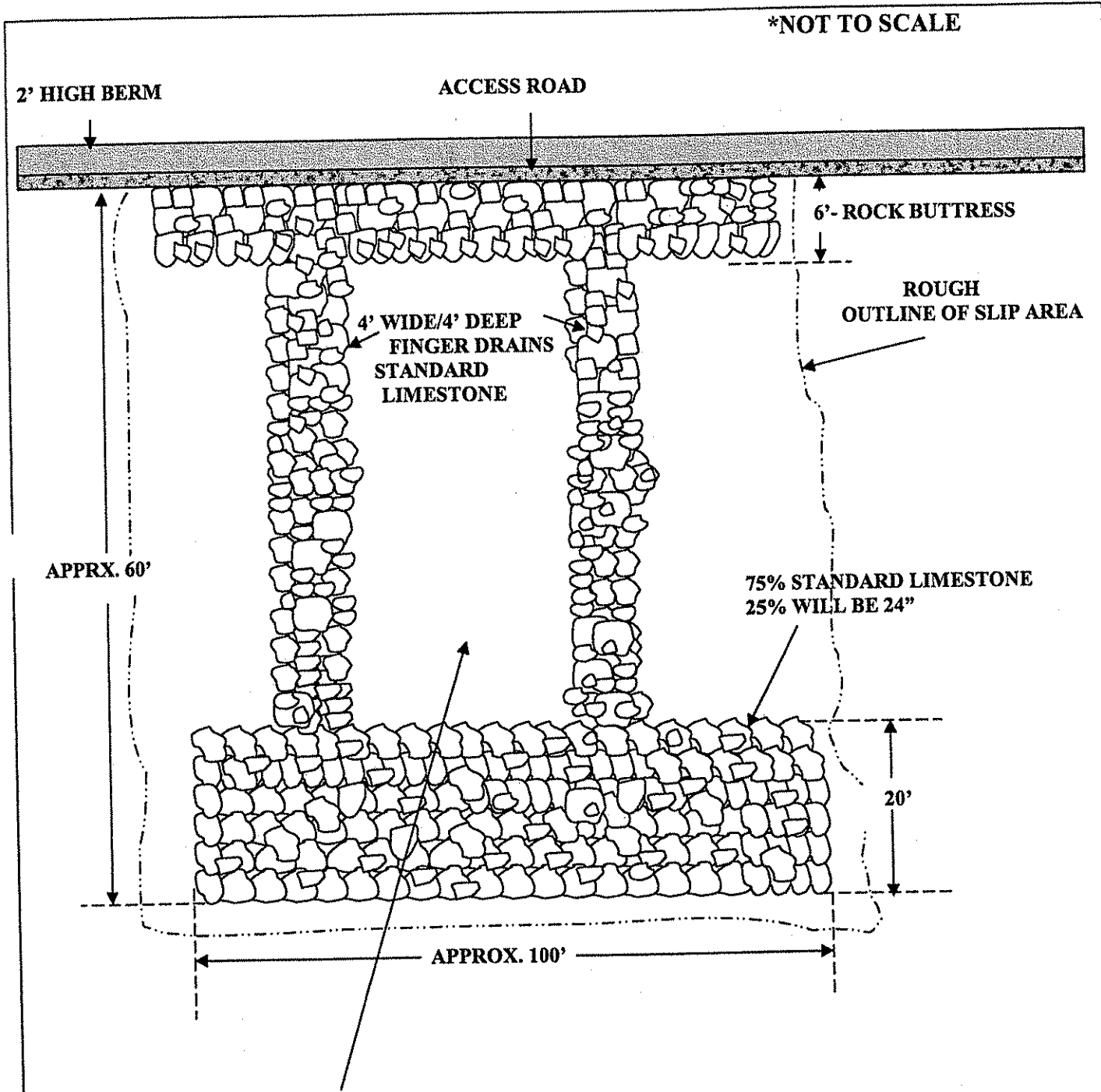
***NOTE:** All Floating Baffle Curtains used on this project shall be Aer-Flo, Inc. Tough Guy Turbidity Barriers, Type Two (2), with twenty-two (22) ounce vinyl-polyester fabric or equivalent. The vinyle-polyester fabric shall be green or blue in color. (See Attached Details and Spec.)

BENHAM GROUP
120-79

OFFICE OF SPECIAL RECLAMATION	
POND BAFFLES	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 067	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



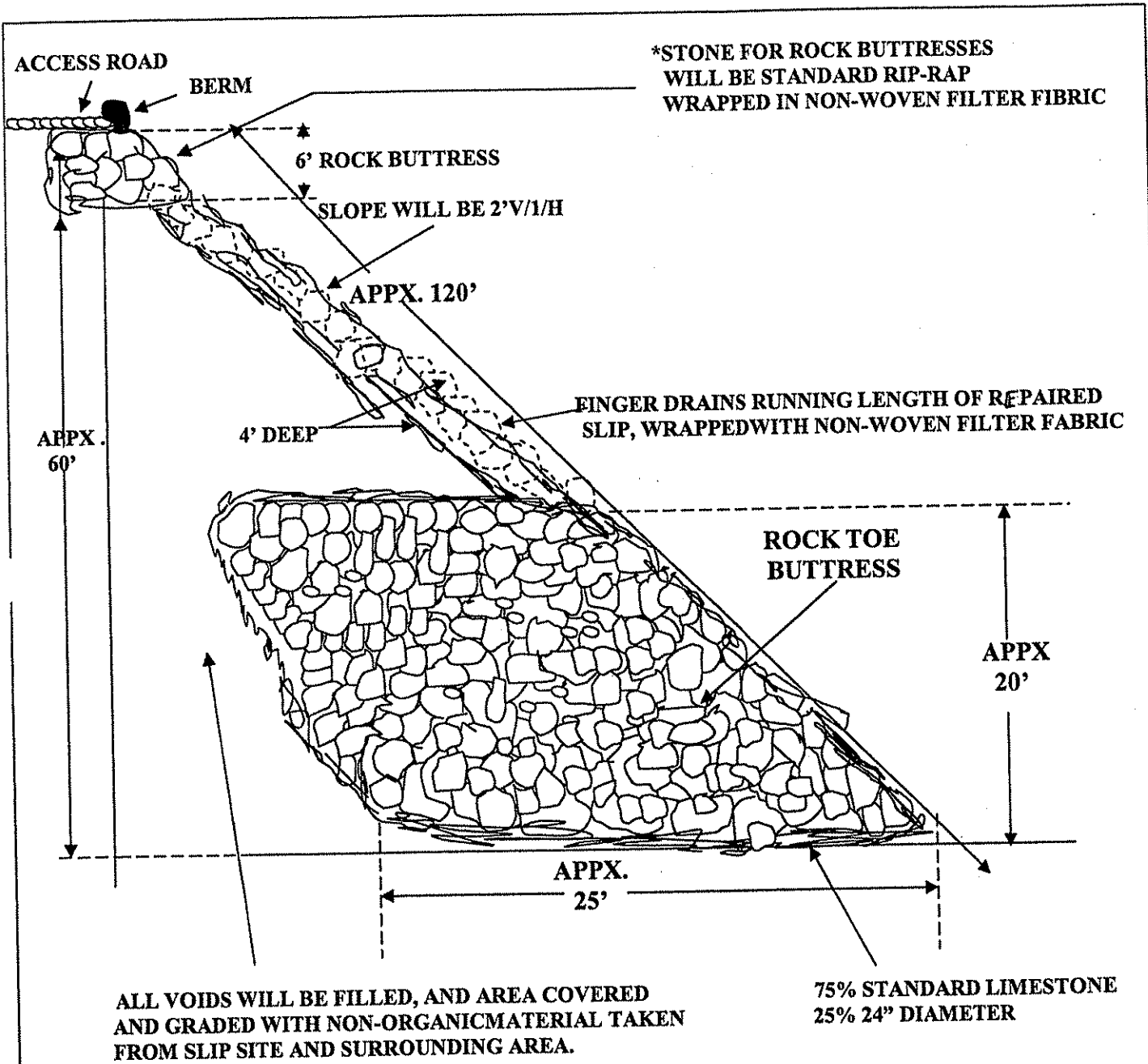
ALL VOIDS WILL BE FILLED, AND AREA COVERED AND GRADED WITH NON-ORGANIC MATERIAL TAKEN FROM SLIP SITE AND SURROUNDING AREA.

BENHAM GROUP
 120-79

OFFICE OF SPECIAL RECLAMATION	
SLIP #1 REPAIR/FRONT VIEW	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 068	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

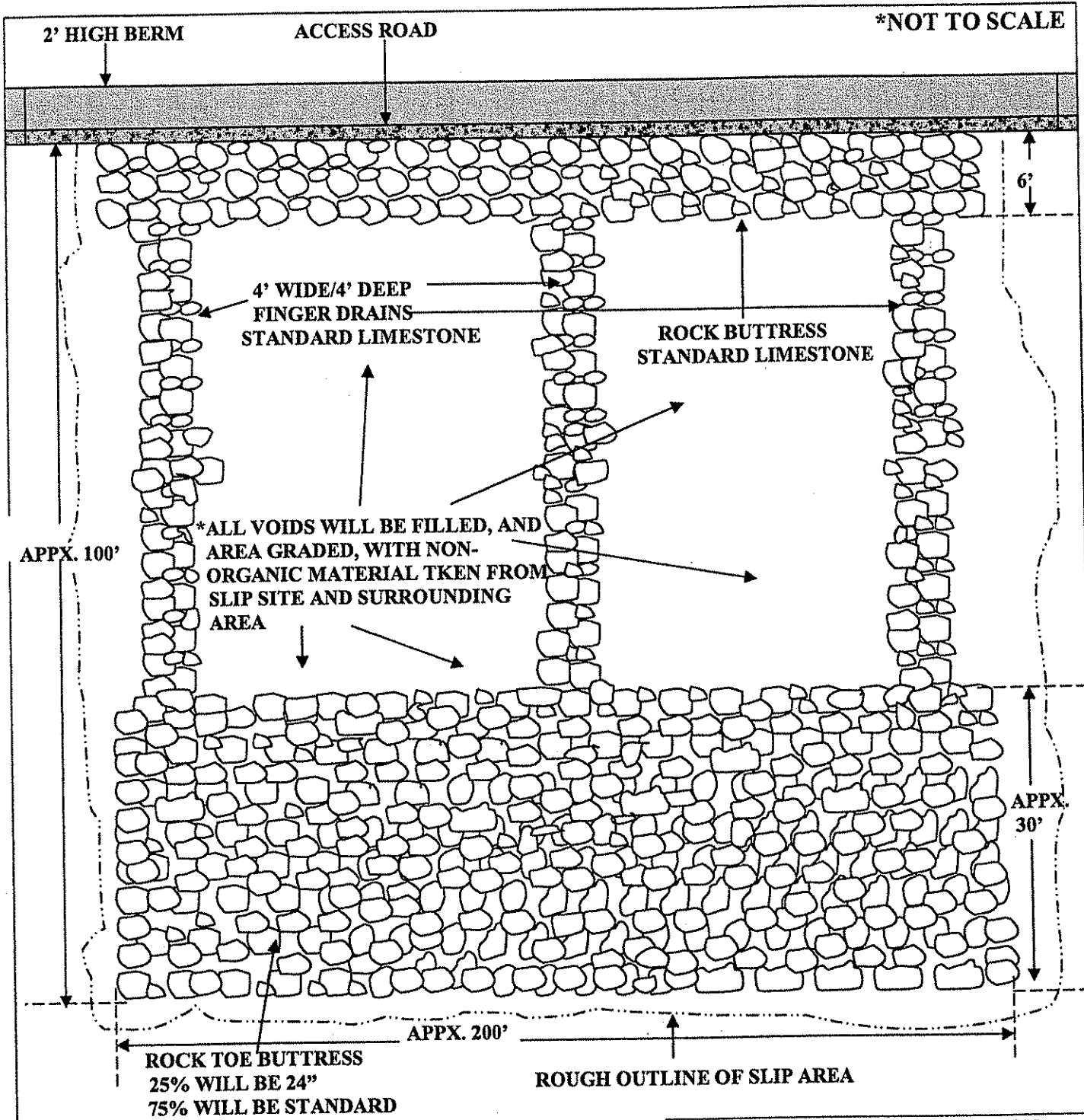


**BENHAM GROUP
 120-79**

OFFICE OF SPECIAL RECLAMATION	
SLIP #1 REPAIR/SIDE VIEW	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 069	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

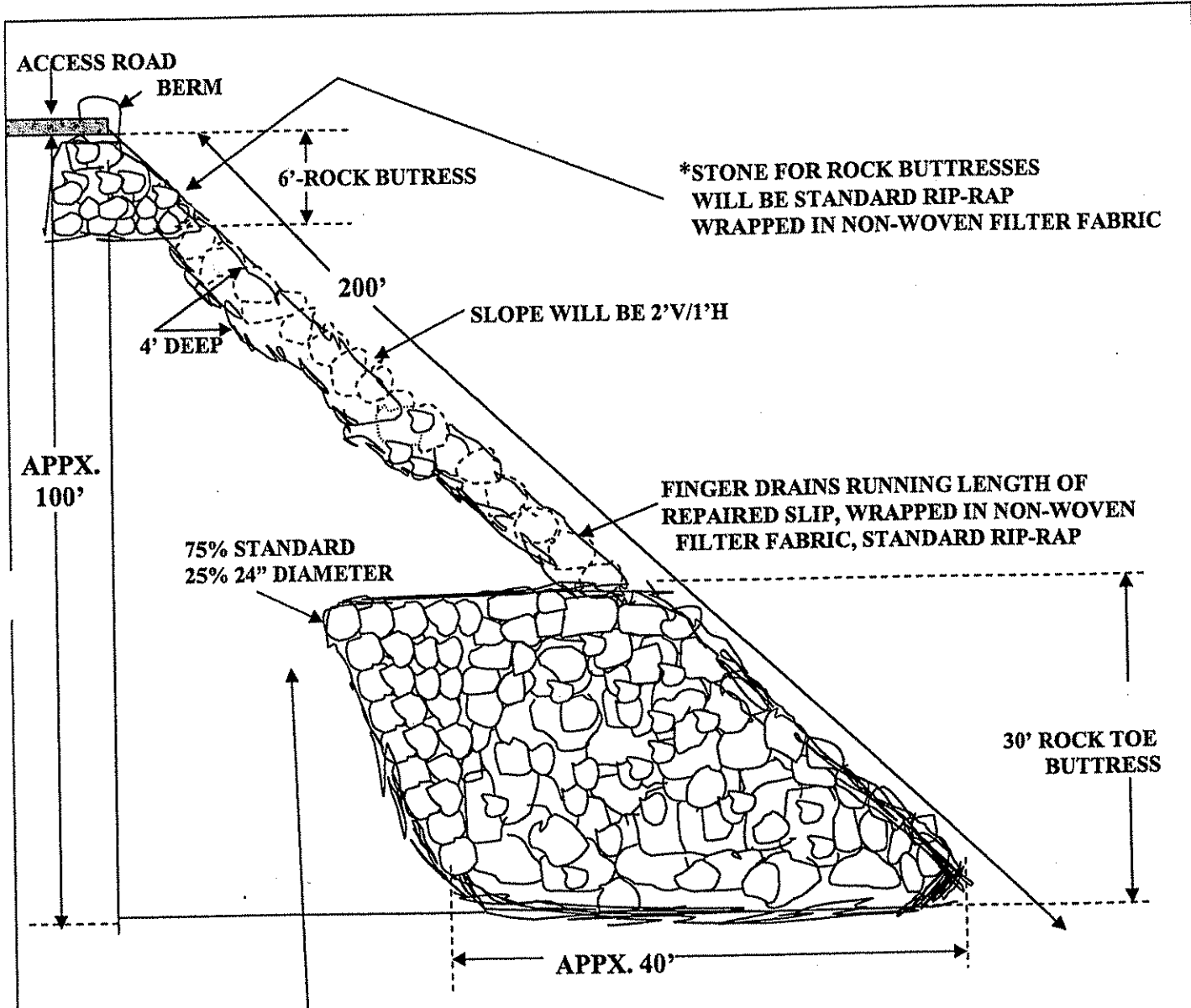


BENHAM GROUP
 120-79

OFFICE OF SPECIAL RECLAMATION	
SLIP #2 REPAIR/FRONT VIEW	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 070	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



*STONE FOR ROCK BUTRESSES
 WILL BE STANDARD RIP-RAP
 WRAPPED IN NON-WOVEN FILTER FABRIC

75% STANDARD
 25% 24" DIAMETER

30' ROCK TOE
 BUTRESS

APPX. 40'

APPX.
 100'

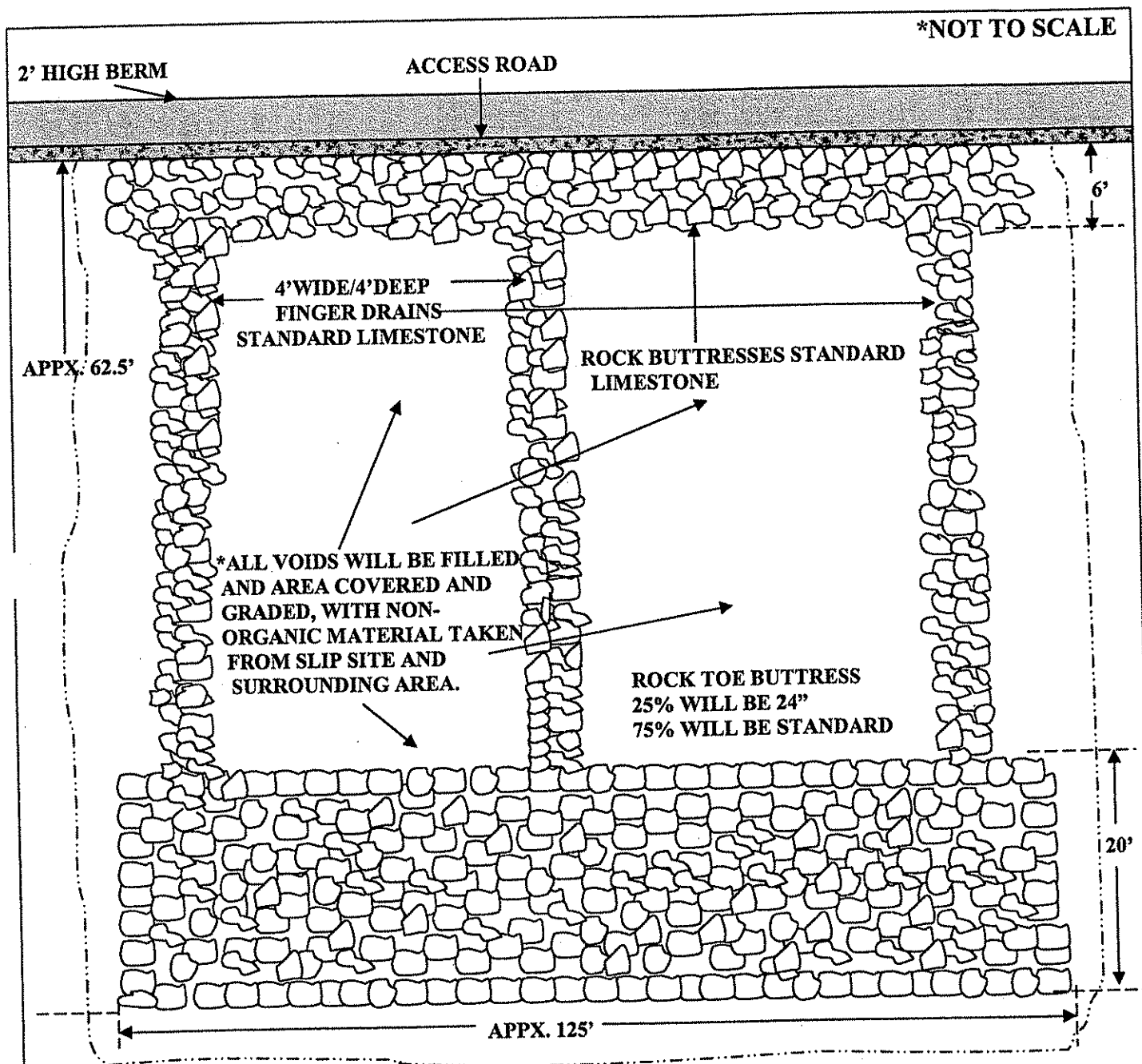
ALL VOIDS WILL BE FILLED, AND AREA COVERED
 AND GRADED WITH NON-ORGANIC MATERIAL TAKEN
 FROM SLIP SITE AND SURROUNDING AREA

BENHAM GROUP
 12-79

OFFICE OF SPECIAL RECLAMATION	
SLIP #2 REPAIR/SIDE VIEW	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 071	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

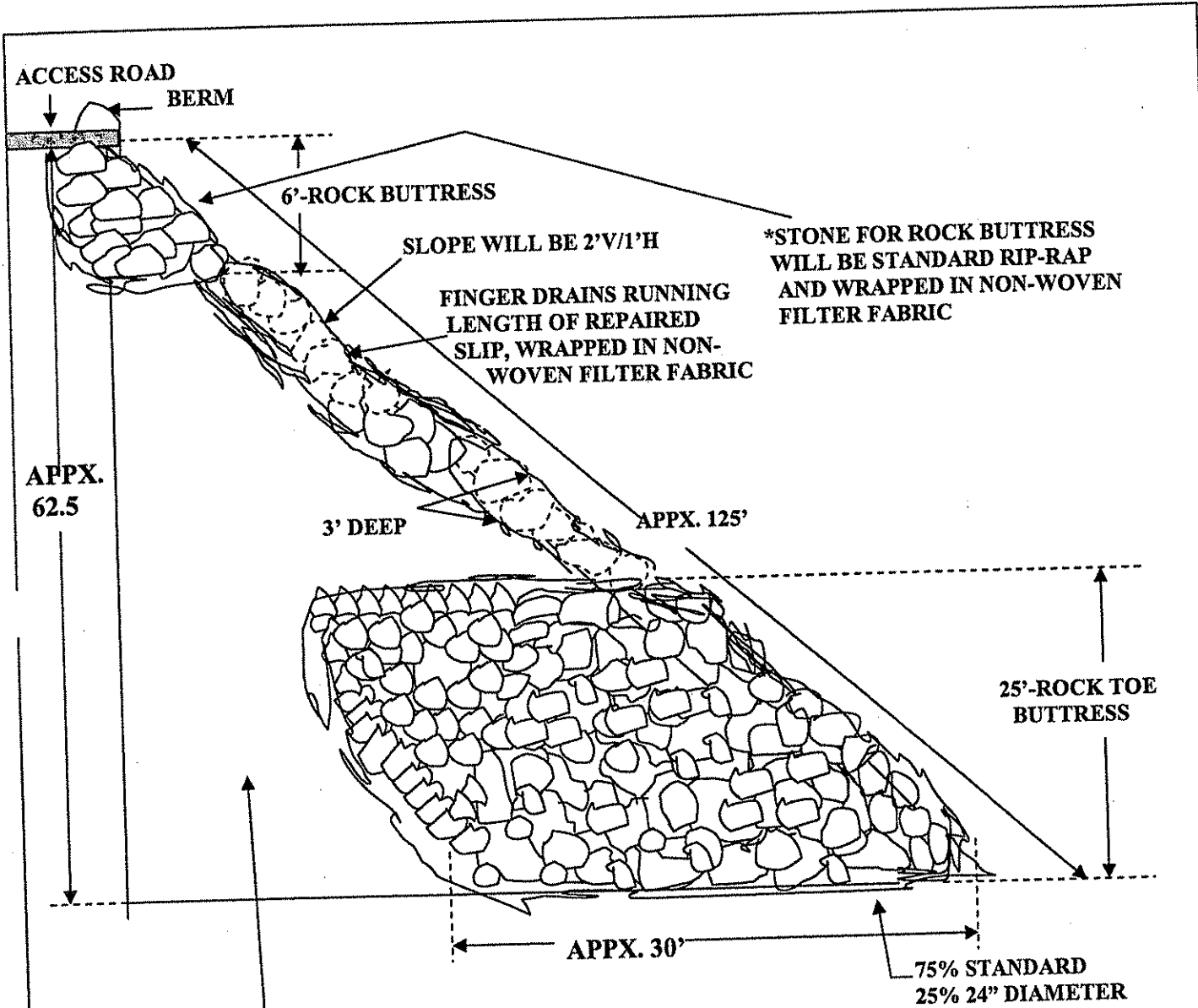


BENHAM GROUP
 120-79

OFFICE OF SPECIAL RECLAMATION	
SLIP #3 REPAIR/Front VIEW	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 072	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



ALL VOIDS WILL BE FILLED, AND AREA COVERED AND GRADED WITH NON-ORGANIC MATERIAL TAKEN FROM SLIP SITE AND SURROUNDING AREA

BENHAM 120-79

OFFICE OF SPECIAL RECLAMATION	
SLIP #3 REPAIR/SIDE VIEW	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

BUYER	PAGE	REQ. OR PO NO.
CB-23	073	DEP 15005
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

7-36
REV. 1/29/02
VENDOR:

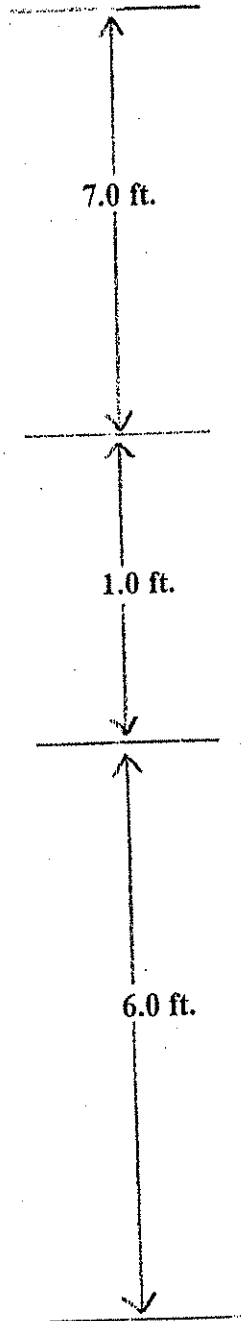
STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

POND 1 WATER LEVEL

POND 1 OUTLET PIPE INVERT ELEVATION
(12" HDPE DR 11)

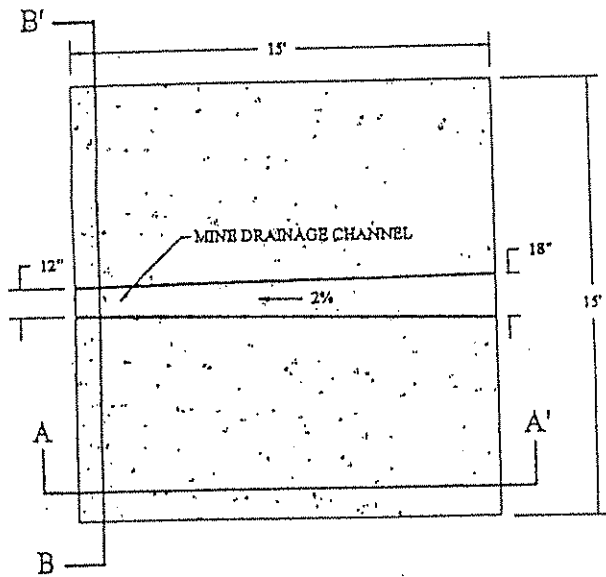
DRIVE LINE PIPE INVERT ELEVATION
(2" HDPE DR 11)

TOP OF FOUNDATION ELEVATION

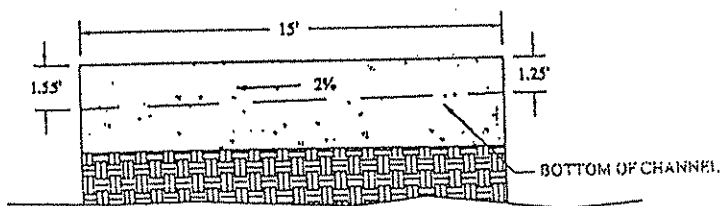


SPECIAL RECLAMATION	
AQUA-FIX UNIT	
GENERAL ELEVATIONS	
SCALE:	DRAWN BY:

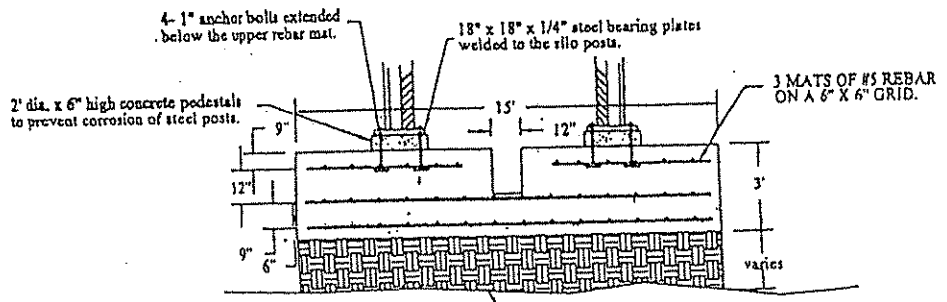
BUYER CB-23	PAGE 074	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		



PLAN VIEW



CROSS-SECTION A-A'



Excavate to consolidated material and compact CRD in 6" lifts using a hand directed tamper until the design elevation is achieved.

CROSS-SECTION B-B'

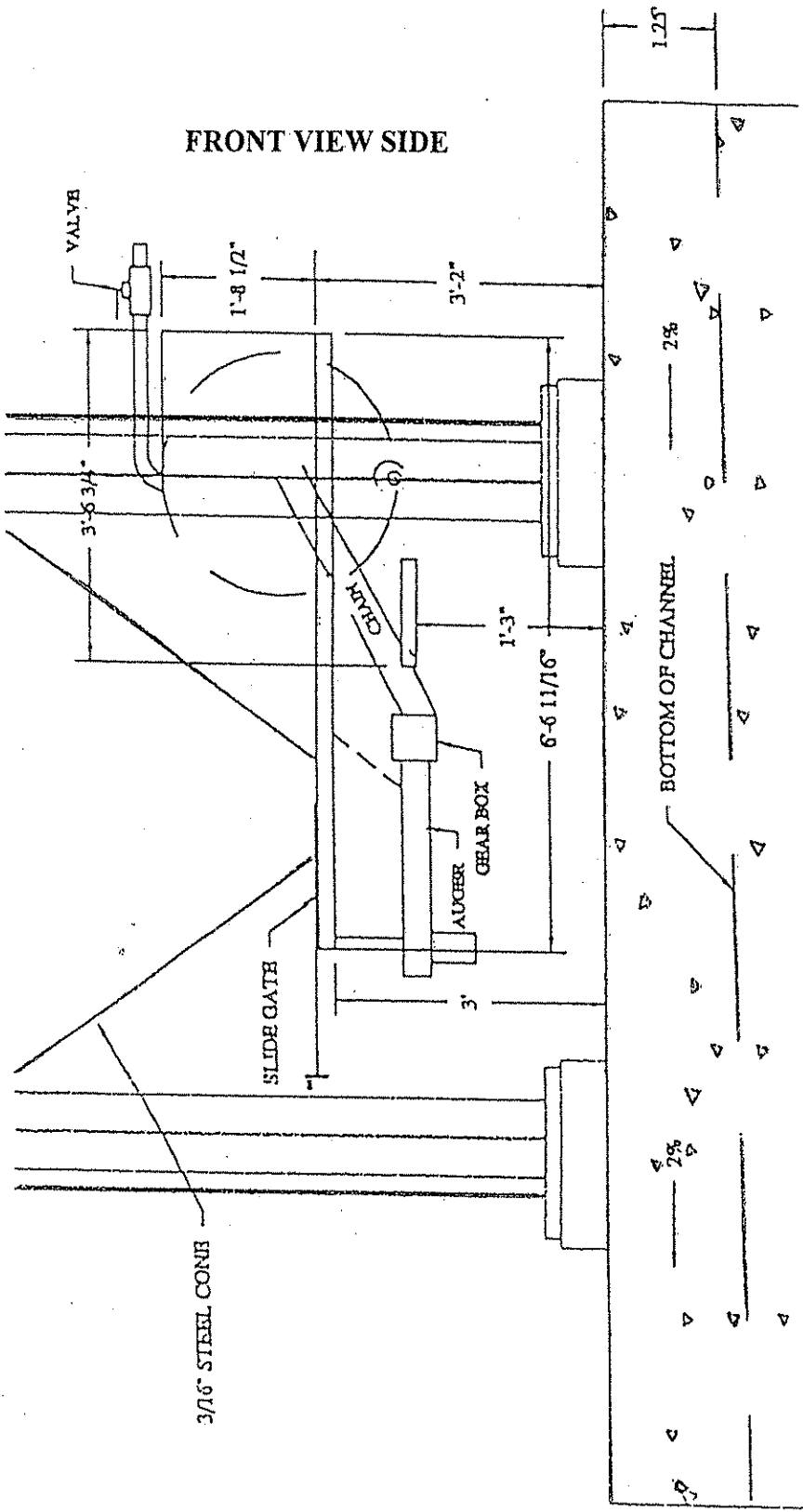
SPECIAL RECLAMATION

X-SECTION & PLAN VIEW
OF AQUA-FIX PAD

BUYER	PAGE	REQ. OR PO NO.
CB-23	075	DEP 13005
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

1-36
REV. 1/29/02
VENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET



SIDE VIEW PROPOSAL #1
SCALE 1" = 2'

SPECIAL RECLAMATION	
SIDE VIEW OF AQUA-FIX	
SCALE:	DRAWN BY:

WV-36 STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

POR-ROK® Anchoring Cement

Non-Shrink Grout

DESCRIPTION:

POR-ROK ANCHORING CEMENT is a non-shrink hydraulic controlled expansion cement in a ready to use preparation. Water is added at the job site to create a pourable, yet durable, anchoring, patching or grouting compound. Por-Rok is for interior use or for exterior where out of pouring or settling water.

FACTS:

- Compressive Strength - 9,254 psi
- Non-Shrinking - Non-Rusting
- Bond Strength - 72,000 lbs. Pullout
- Reinforcing Rod Bond Strength - #8 Reinforcing Rod, 43,000 lbs. Pullout
- Controlled Expansion - 0.3%

FEATURES

- **FAST SETTING** - POR-ROK sets in 15-20 minutes. Attains 5,090 psi compression strength after 60 minutes. Provides less machinery down time.
- **CONTROLLED EXPANSION** - POR-ROK eliminates shrinkage - A major cause of anchor failure, POR-ROK has controlled expansion (.003" per linear inch) which mechanically locks the bolt in place.
- **POURABLE** - When mixed according to directions, POR-ROK becomes pourable and will seep into pores and crevices. No rodding, chaining or vibrating needed.
- **EASY TO USE** - POR-ROK is mixed with water at the job site. No heating or two component mixing is needed.
- **NON-RUSTING** - There are no ferrous metals or rust-promoting agents in POR-ROK.

WEIGHT PER CUBIC FOOT - Weight after setting up not to exceed 125 pounds per cubic foot. Based on 100 lbs. of POR-ROK mixed with 2 1/3 gallons of water.

COMPRESSIVE STRENGTH

Age	Average LBS. Per Sq. Inch
1 hr.	5,090
24 hrs.	5340
7 days	9250

SPECIAL RECLAMATION	
POR-ROK ANCHORING CEMENT SPECIFICATIONS	
SCALE:	DRAWN BY:

WV-36 STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

COVERAGE: 1 lb. of POR-ROK will fill approx. 13 cubic inches.

ANCHORS

- Bolts • Reinforcing Rods • Machinery
- Dowels • Ceramic Fixtures • Railings

In setting, POR-ROK exerts expansion forces which "lock in" anchor bolts, railings, etc., for literally thousands of heavy duty applications.

PATCHES

- Floors •Cracks in Concrete Structures
- Walls •Caulking Foundations •Wall Voids

The fast setting characteristics of POR-ROK make it ideal for patching concrete floors and walls. POR-ROK pours into place - needs no trowelling nor water curing.

GROUTS

- Heavy Machinery • Structural Columns
- Bearing Plates • Precast Columns

POR-ROK's pourability makes it well suited for all types of grouting applications. The ultimate compressive strength provides a firm bed for heavy duty grouting applications.

POR-ROK Specifications for Maximum Anchoring Strengths

The following table specifies the recommended opening to be drilled so that the strength of the setting will approximate the tensile strength of a mild steel bolt of the diameter shown or cause concrete failure.

All bolts must have a washer. The washer should be large enough to fit the diameter of the opening with only enough tolerance so that the washer will be free to reach and rest snugly against the head of the bolt at the bottom of the opening. If the washer is slightly too large, it is better to widen the opening than to reduce the size of the washer.

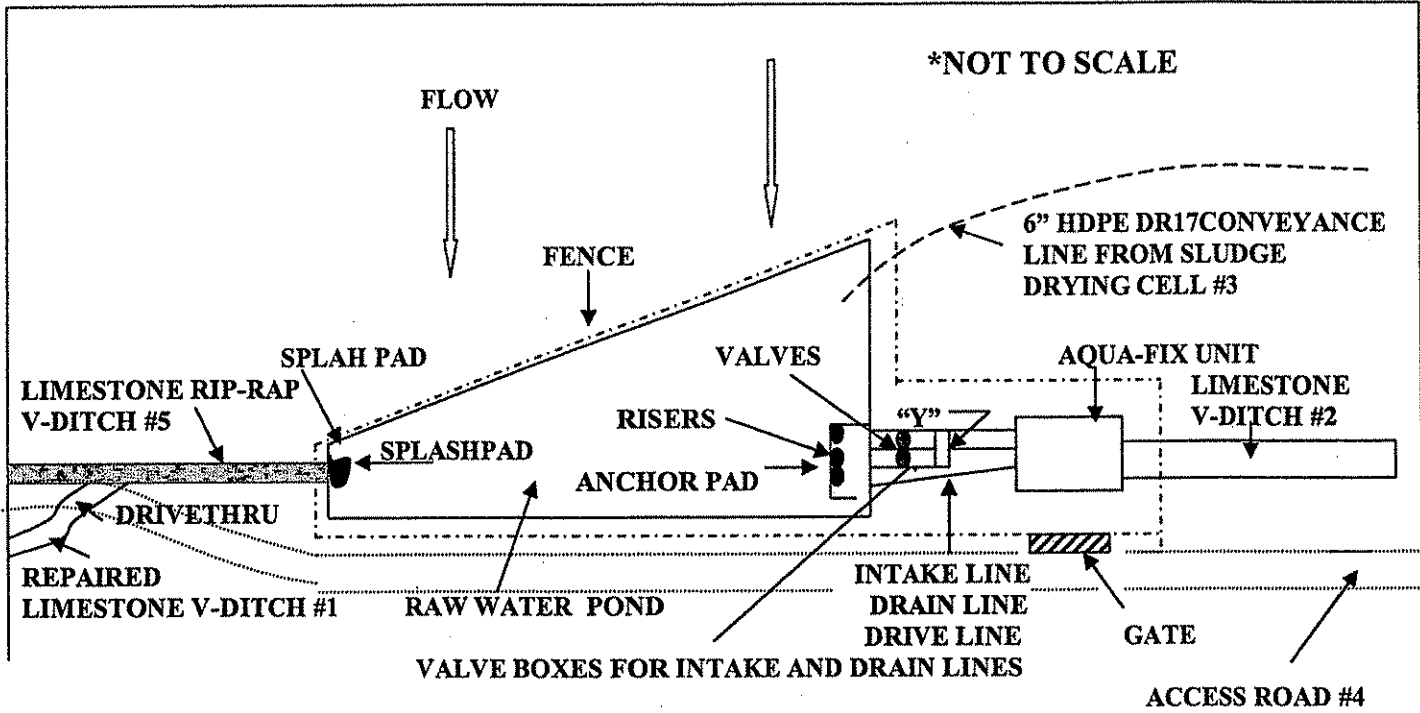
In the case of weaker concrete, the depth should be increased to provide a greater purchase to the concrete slab. This will minimize the danger of failure due to fracture of the concrete in the presence of extreme strains.

DIAMETER OF BOLT TO BE FASTENED	DIAMETER OF OPENING	MINIMUM DEPTH OF OPENING
1/4"	3/4"	3"
3/8"	1 1/4"	4"
1/2"	1 1/2"	4"
5/8"	1 3/4"	6"
3/4"	1 3/4"	6"
1"	2"	8"
1 1/4"	2 1/2"	12"

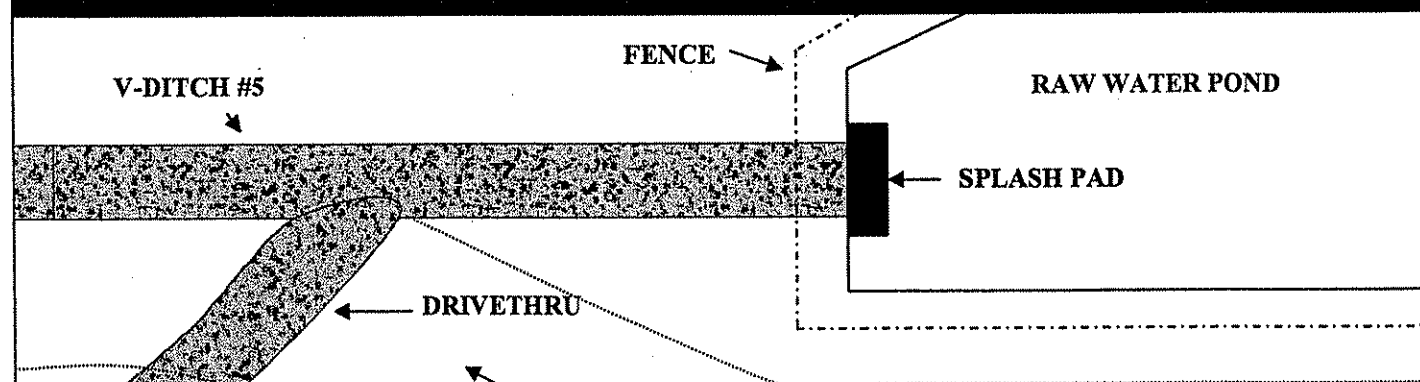
SPECIAL RECLAMATION	
POR-ROK ANCHORING	
CEMENT SPECIFICATIONS	
SCALE:	DRAWN BY:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 028	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



*The size and shape of the raw water pond will be built according to the space available. The approximate size will be TWENTY FEET (20') ON THE OUTLET END, THIRTY FEET (30') ON THE TWO SIDES, AND TEN FEET (10') ON THE INTAKE END.



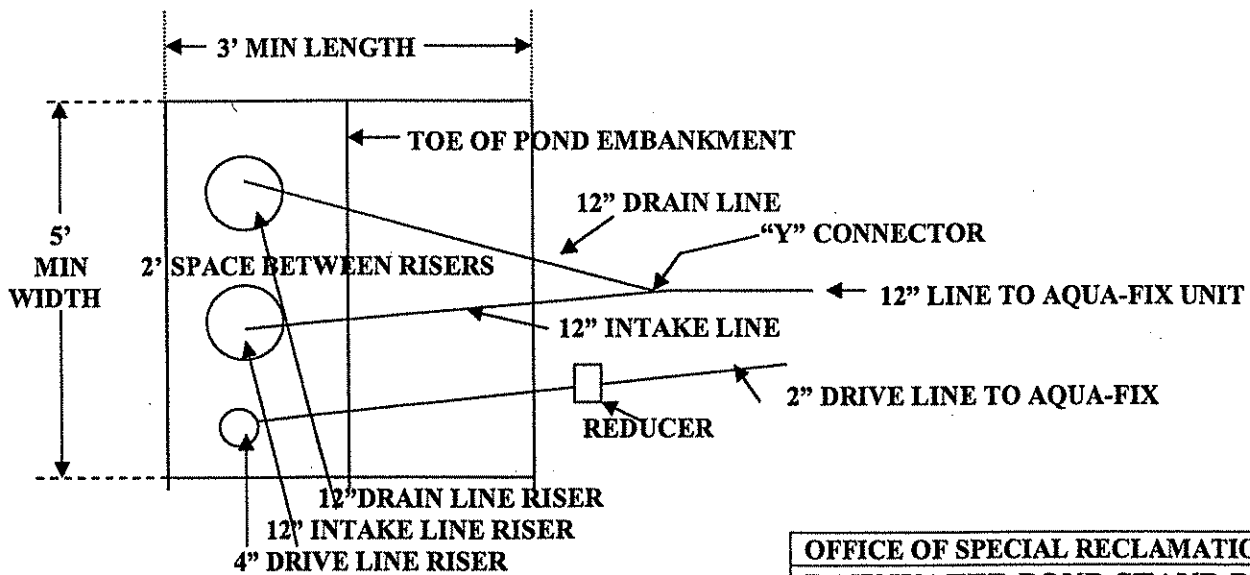
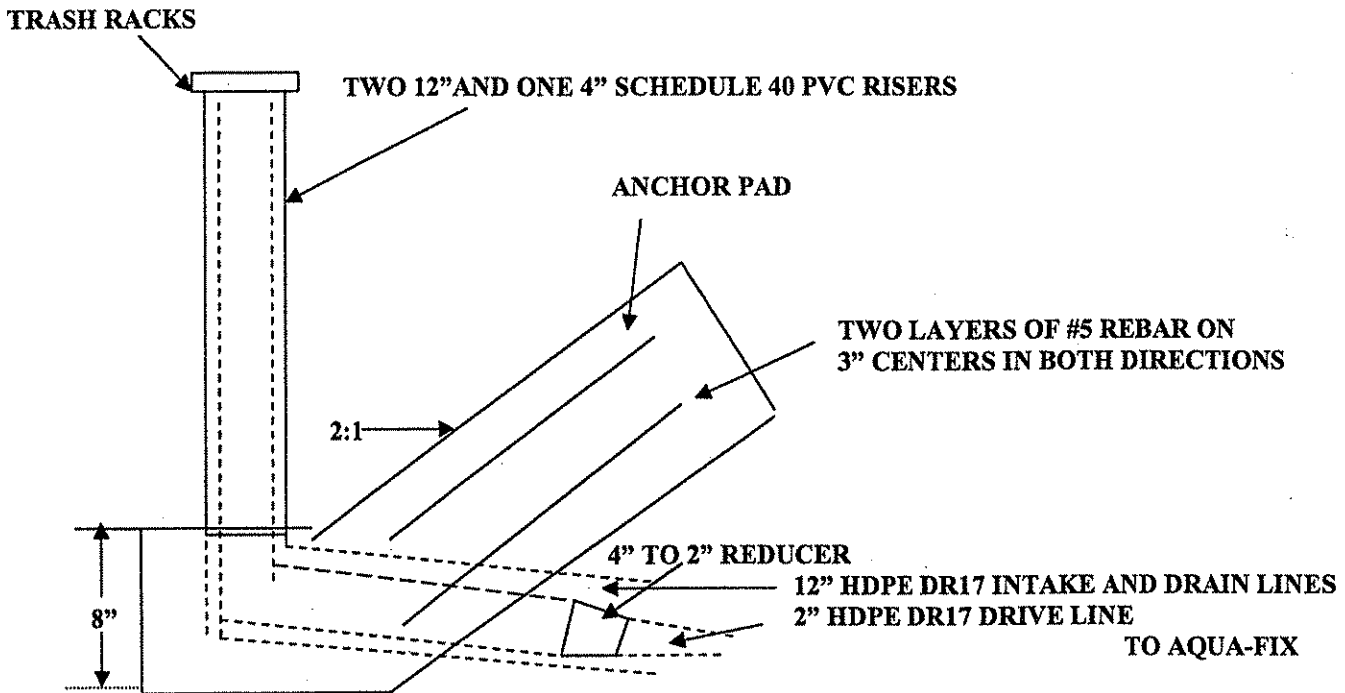
BENHAM GROUP

OFFICE OF SPECIAL RECLAMATION	
RAW WATER POND TYPICAL	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 179	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

BENHAM GROUP 120-79



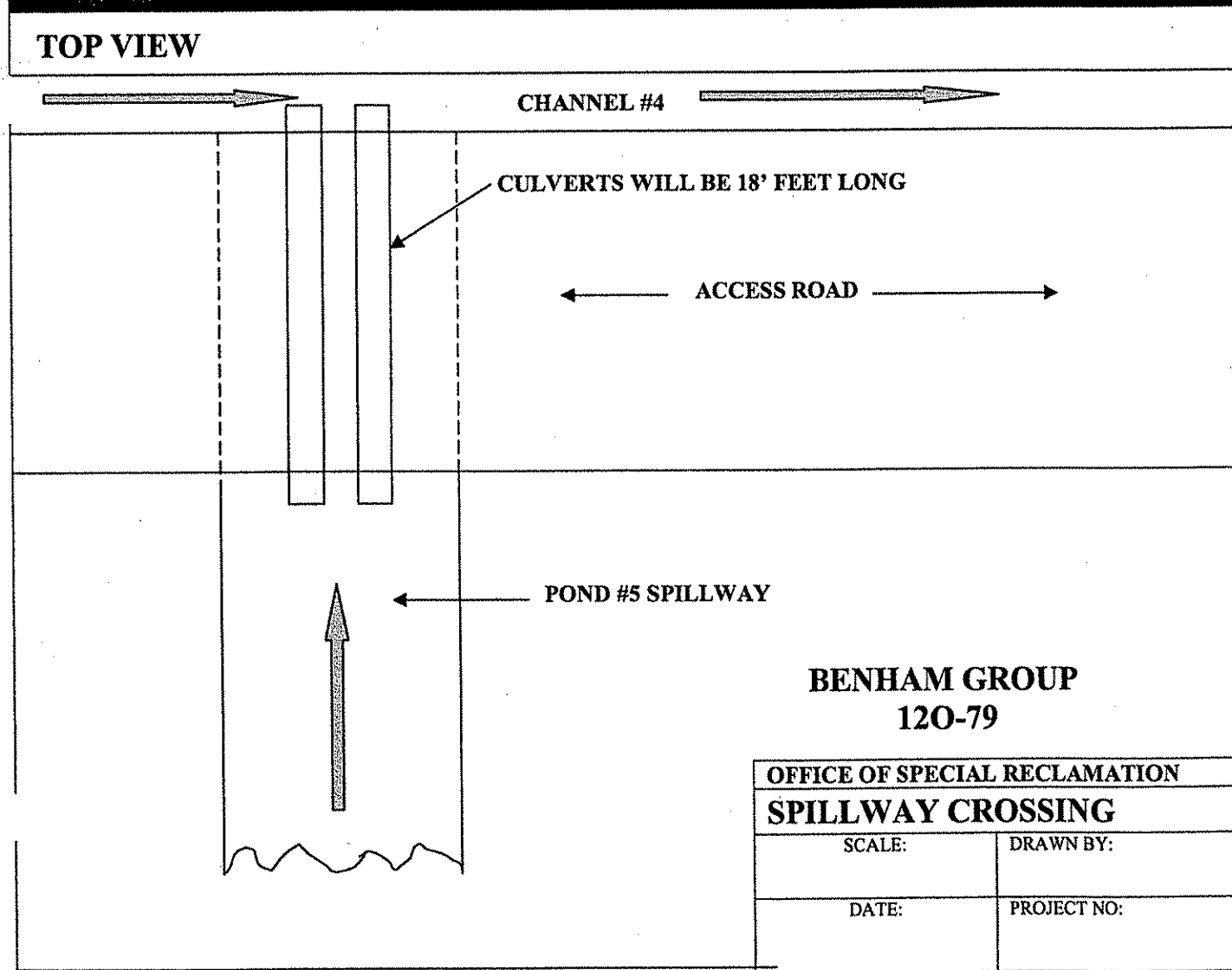
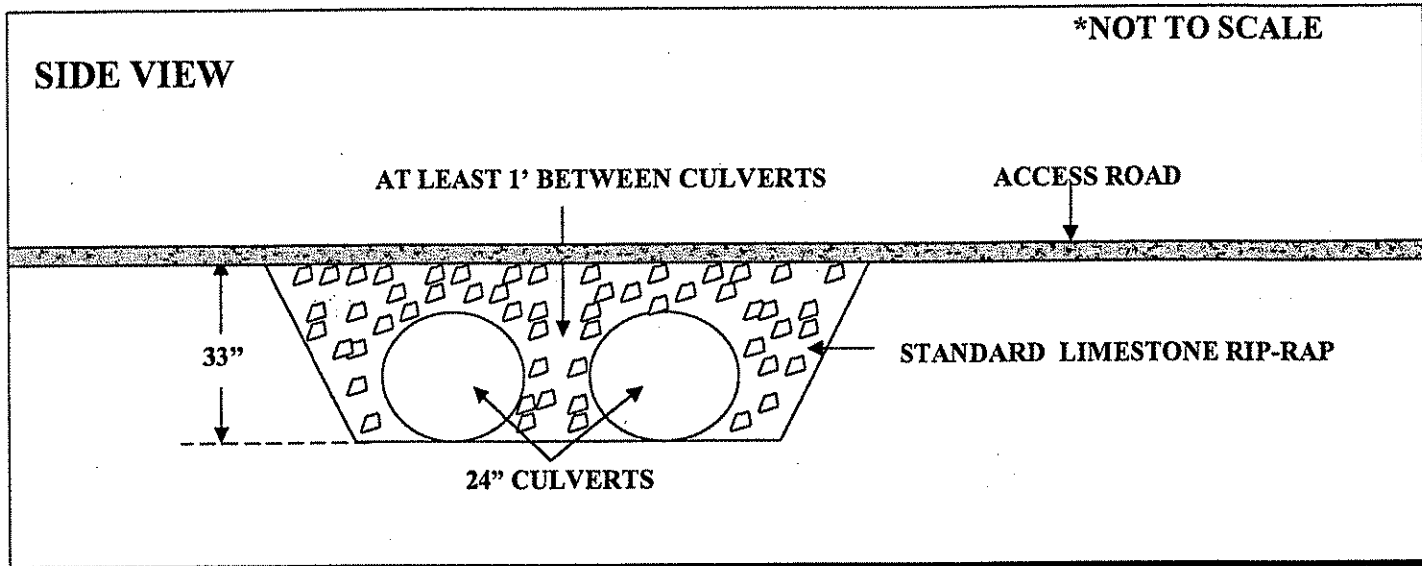
NOTE: CONCRETE USED IN THE ANCHOR PAD SHALL BE CLASS B CONCRETE TO MEET APPLICABLE PROVISIONS OF SECTION 601 OF THE WVDOH STANDARD SPECIFICATIONS

**OFFICE OF SPECIAL RECLAMATION
 RAW WATER POND STAND PIPE
 ANCHOR PAD TYPICAL**

SCALE:	DRAWN BY:
DATE:	PROJECT NO:

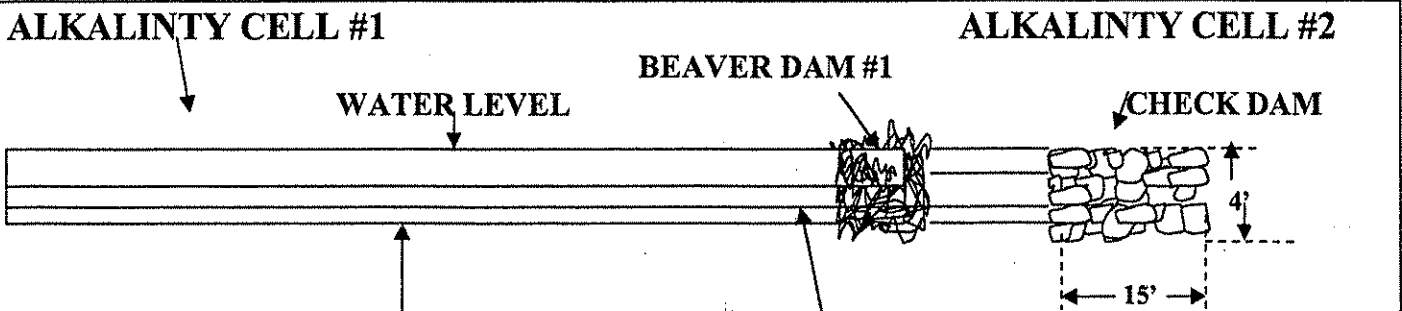
WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 080	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

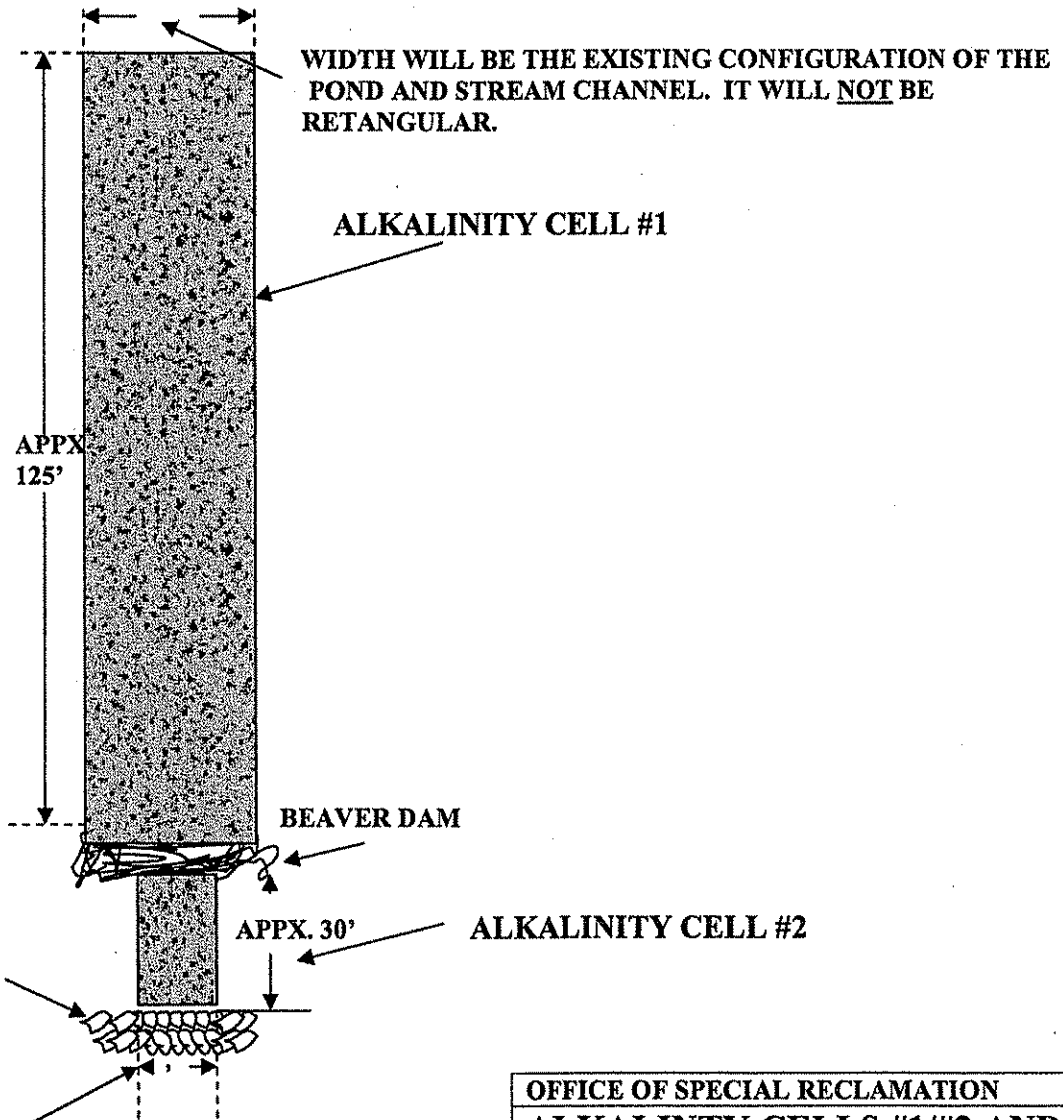


WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 081	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



*BOTTOM OF CELLS WILL BE COVERED WITH SIX INCHES (6") OF CRUSHER RUN. ONE FOOT (1') OF 3" TO 4" LIMESTONE WILL COVER CRUSHER RUN.

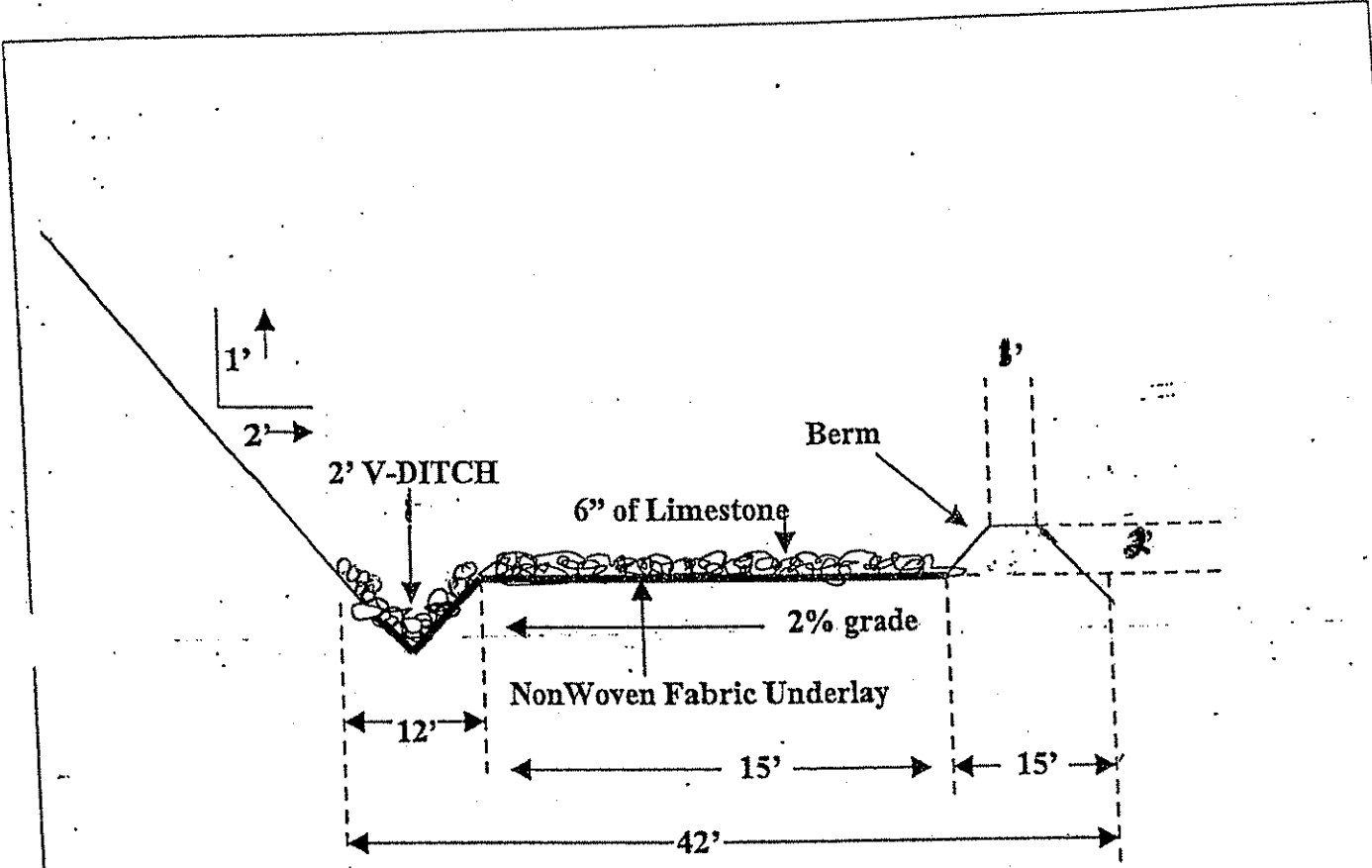


WIDTH WILL BE THE EXISTING CONFIGURATION OF THE STREAM CHANNEL

OFFICE OF SPECIAL RECLAMATION ALKALINTY CELLS #1/#2 AND CHECK DAM #1	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

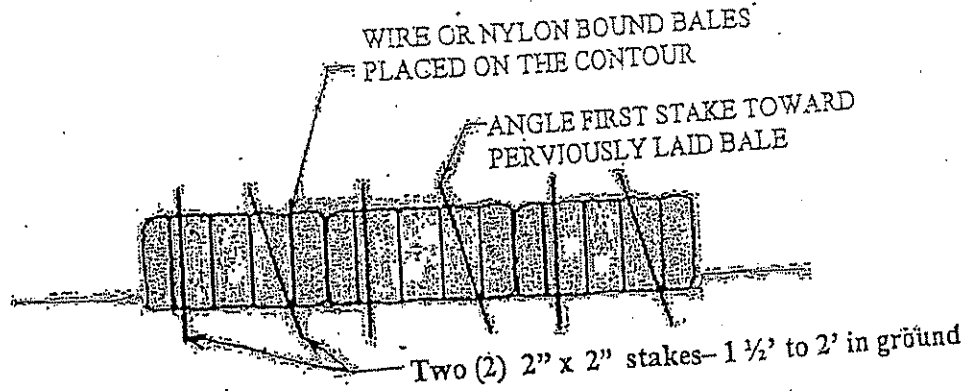
BUYER CB-23	PAGE 082	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



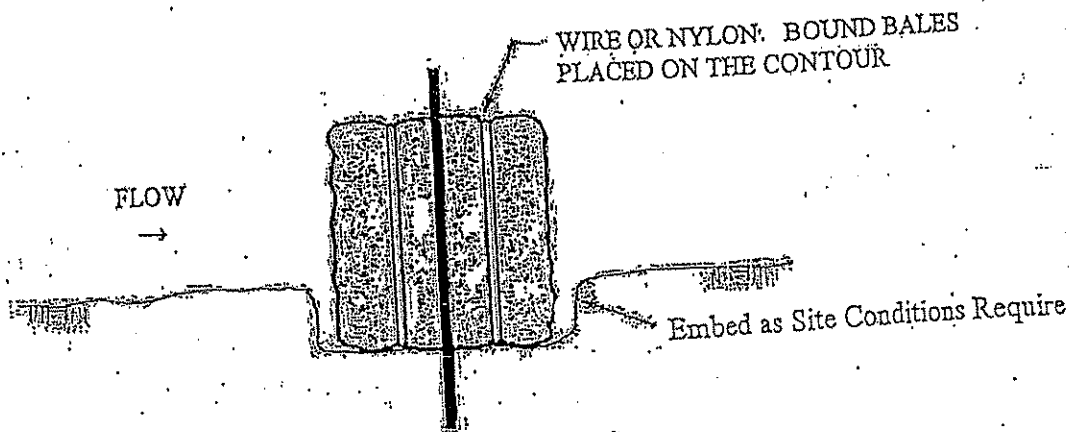
NOTE: Road will have no greater than Five Percent (5%) slope downhill. Road will drain surface water to the inside of the road into 2' V-DITCH. 2' V-DITCH will be lined with sandstone rip-rap. Limestone specifications for road will meet WVDOH SPECIFICATIONS for CRUSHED No.1 STONE meeting sizing specification Ten Percent (10%) 3.5" to 3", Twenty Five Percent (25%) 3" to 2" and the remaining Sixty Five Percent well graded at 2" to .75". Depth of stone will be compacted Six Inches (6"). Compaction will be achieved by 3 passes with a D-6 Dozer. NonWoven Fabric Underlay will be Twentyseven Feet (27') wide with ditch lined with fabric as well as the road surface prior to placement of the stone.

BENHAM GROUP, INC.
 120-79

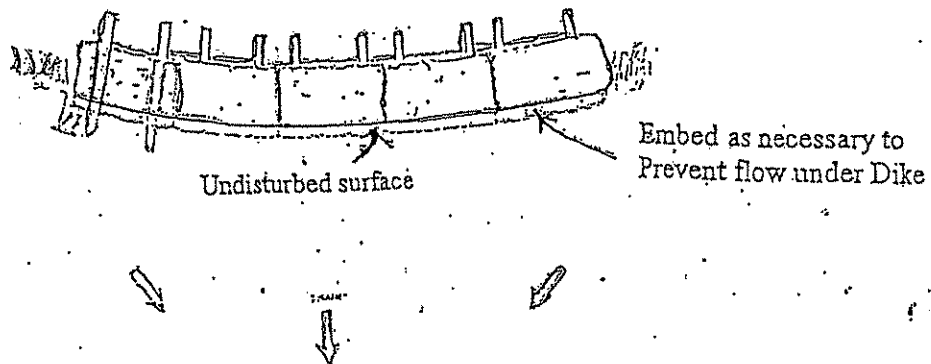
OFFICE OF SPECIAL RECLAMATION	
ACCESS ROAD	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:



ANCHORING DETAIL



EMBEDDING DETAIL



BENHAM GROUP 120-79

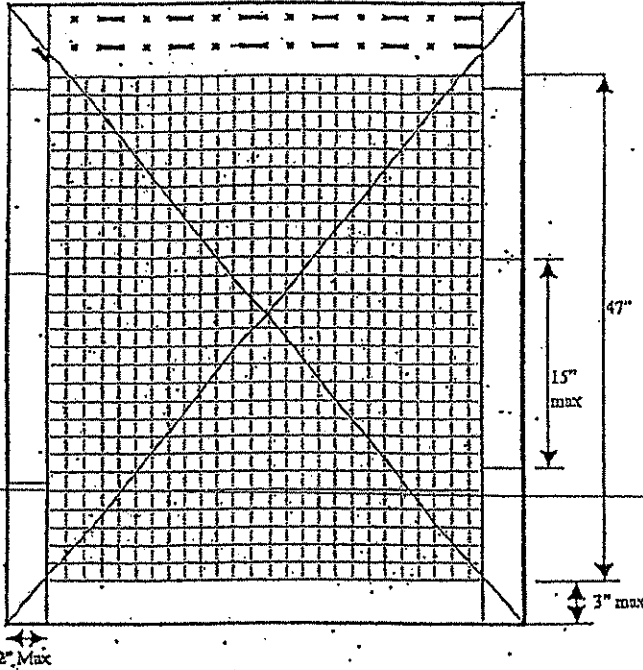
SPECIAL RECLAMATI
HAYBALE DIKE

BUYER CB-23	PAGE 084	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

BENHAM GROUP 120-79

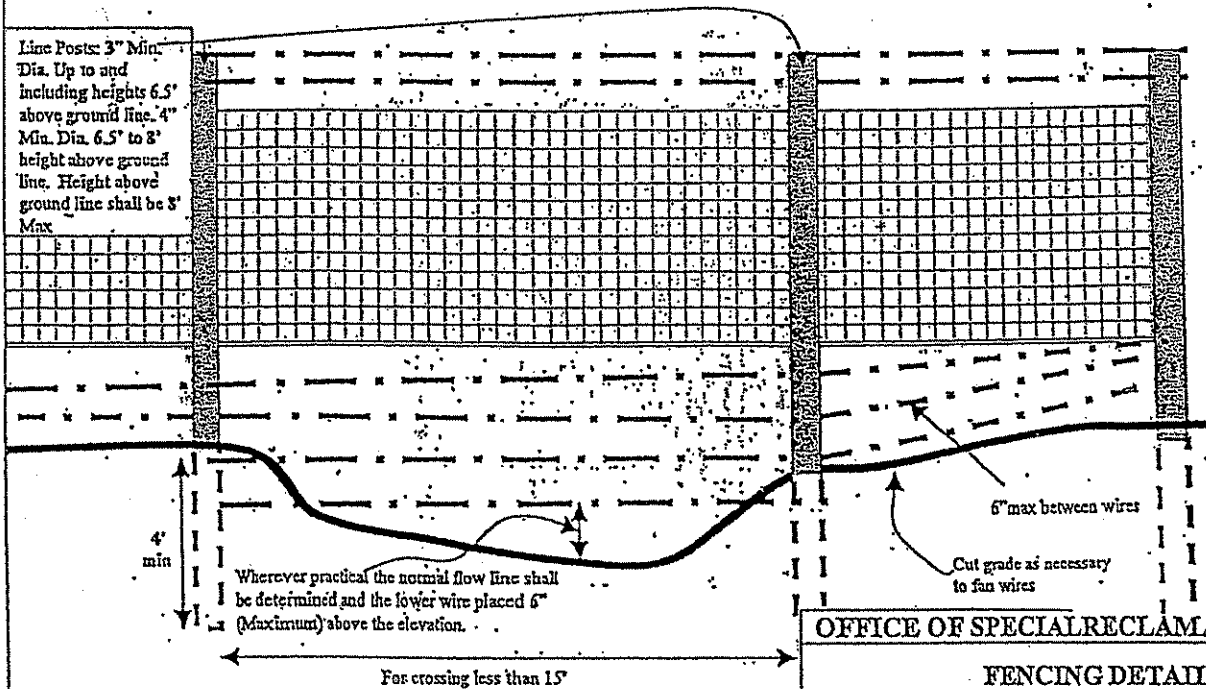
Fence Gates

Gate Notes



1. Barbed wire evenly spaced between fabric and frame.
2. Contractor shall provide and install all materials for fence gates. Gates perimeter fixtures shall be tubular members. Contractor shall provide additional horizontal and vertical members to assure proper operation of the gate and for attachment of fabric, barbed wire, hardware, and accessories. Fabrication of gates shall have a minimum pipe diameter of 1.9" outside diameter weighing a minimum of 2.72 lbs per linear foot. Gate tubing shall be 2" square with a minimum weight of 2.60 lbs per lin foot.
3. Contractor shall provide stretcher bars which shall be in one-piece lengths equal to full height of the fabric, with a minimum cross section of 3/16" X 3/4". A stretcher bar shall be provided for each gate.
4. Gate hinges shall be pressed or forged steel, or malleable iron, to suit the gate size non-lift-off type, offset to permit 180 degree opening. Provide 1 1/2 inch per hinge for each leaf over 6 feet in nominal height. Gate latches shall be forked type or plunger bar type to permit operation from either side of gate. Gate padlock eye shall be an integral part of latch.
5. Gates shall have mushroom or flush plate, with anchors which will be set in concrete to engage the center drop rod or plunger bar. Padlock eyes shall be in integral part of the latch, requiring one padlock for locking both gate leaves.
6. Gate keeper for vehicle gates shall automatically engage the gate leaf and holds it in the open position until manually released.
7. Diagonal cross bracing consisting of 3/8" diameter adjustable length truss rods on gates where required to provide frame rigidity without sag or twist.

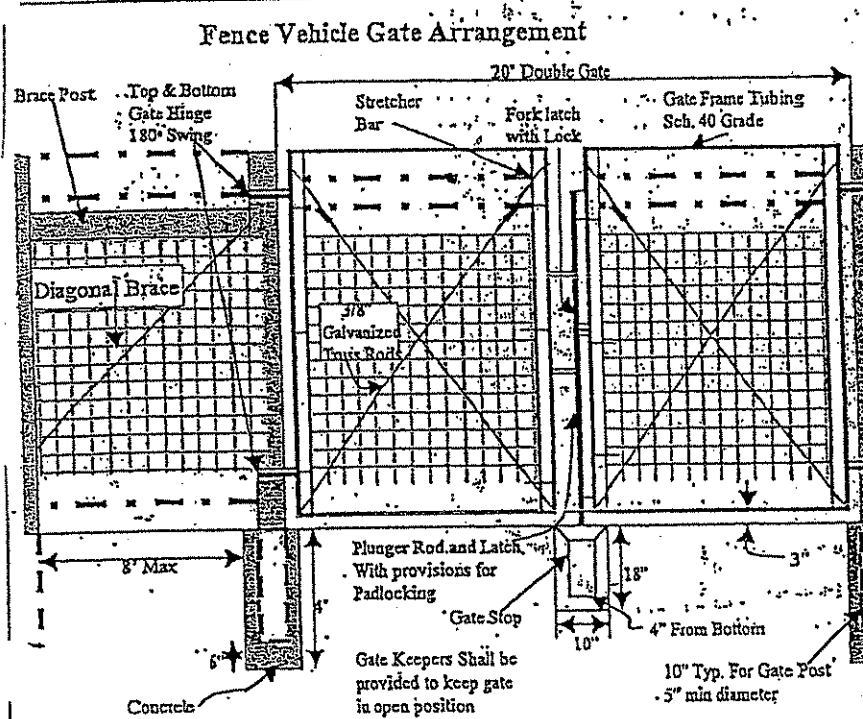
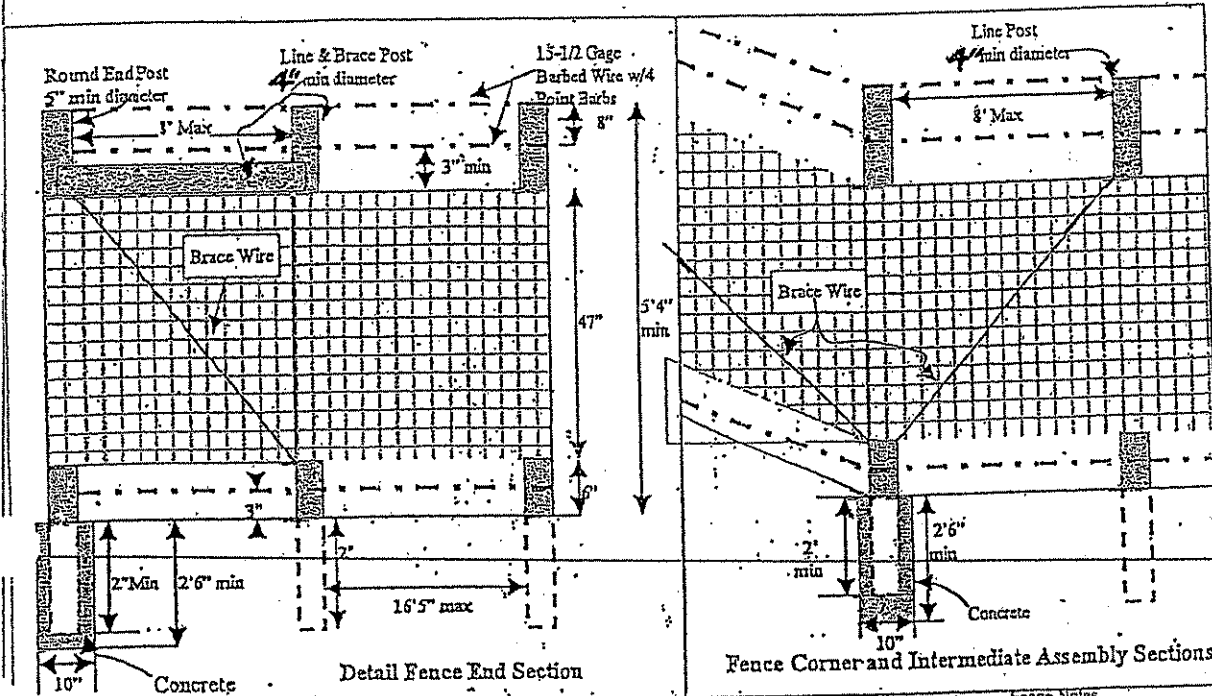
Detail Showing Typical Section at Minor Depressions and Wet Weather Crossings



OFFICE OF SPECIAL RECLAMATION

FENCING DETAILS
ATTACHMENT

BENHAM GROUP
120-79

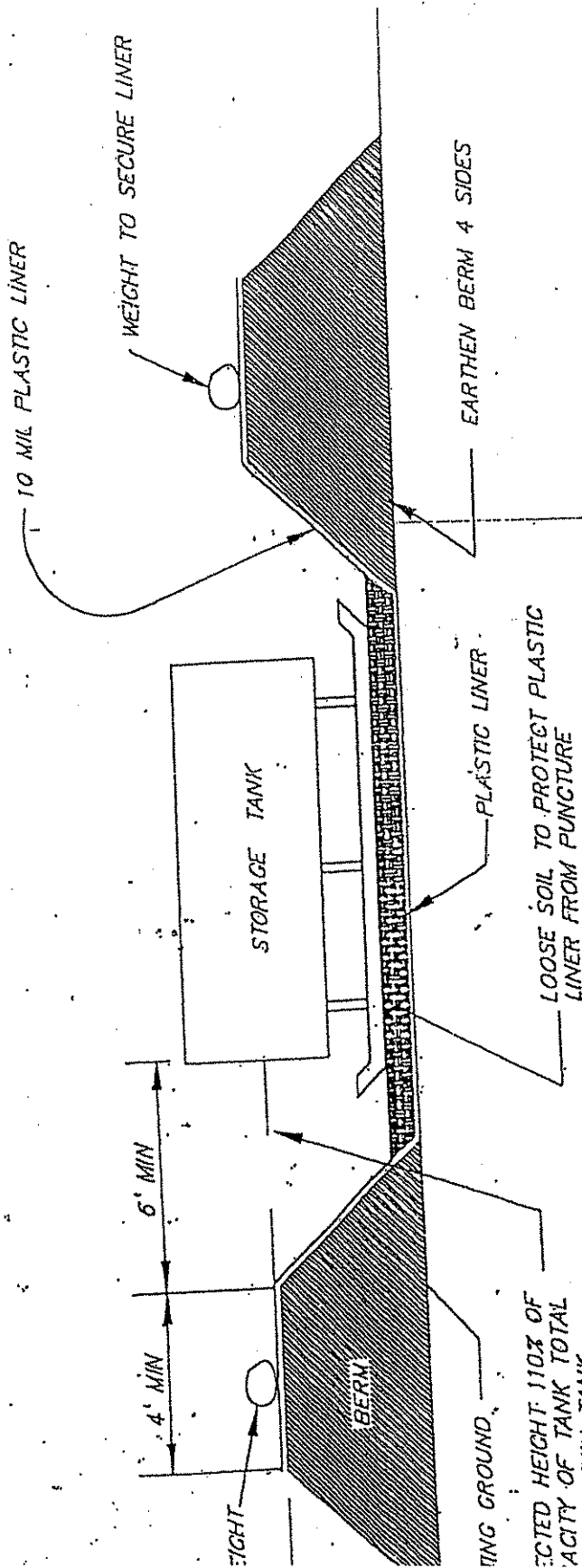


- Fence Notes**
1. All concrete used shall meet WVDOH Class "B" Concrete specifications.
 2. Gates shall not be hung, fabric and barbed wire shall not be installed for a minimum of 7 days after concrete has been poured.
 3. The post diagonal and 3 gauge high tensile galvanized steel softwire truss rod are placed at gate post and not more than 560ft. apart on level or gently sloping land and at any significant change in land surface - 15' change in alignment or slope.
 4. All fence splices shall be made in accordance with the manufacture spec.
 5. 5 inch minimum diameter round wooden treated posts set in concrete as shown shall be used for gate corner and end posts. 3" minimum diameter wooden treated post shall be used for line and brace posts. Line posts shall be installed a maximum of every 16'5".
 6. Hardware and miscellaneous fittings not specifically designated herein as to type or dimension shall be of good quality commercial design acceptable to the DEP onsite representative or engineer.
 7. Staples used to fasten fence wire to wooden posts will be 3 gauge galvanized wire with a minimum length of 1-1/2" for softwood and 1" for hardwood. Staples will be driven cross-wise to the grain and will not be driven in tight against wire.
 8. Fence fabric shall be 11 gauge or larger top and bottom wires, 14 1/2 gauge or larger intermediate line and stay wires. Maximum of 12" between stay wires.

OFFICE OF SPECIAL RECLAMATION

FENCING DETAILS
ATTACHMENT

SCALE: | DRAWN BY:



Note: A 2" water removal drain shall be located at the lowest point in the bottom of the containment volume. It shall connect to a normally closed gate-valve outside the dike. The gate-valve is manually operated and protected from unauthorized operation. Rainwater contained within this dike shall be examined prior to release to ensure that harmful quantities of fuels and lubricants are not discharged.

Alternate methods of water removal will be considered for approval.

LECTED HEIGHT 110% OF
ACITY OF TANK TOTAL
UME WITHIN TANK

BENHAM GROUP 120-79

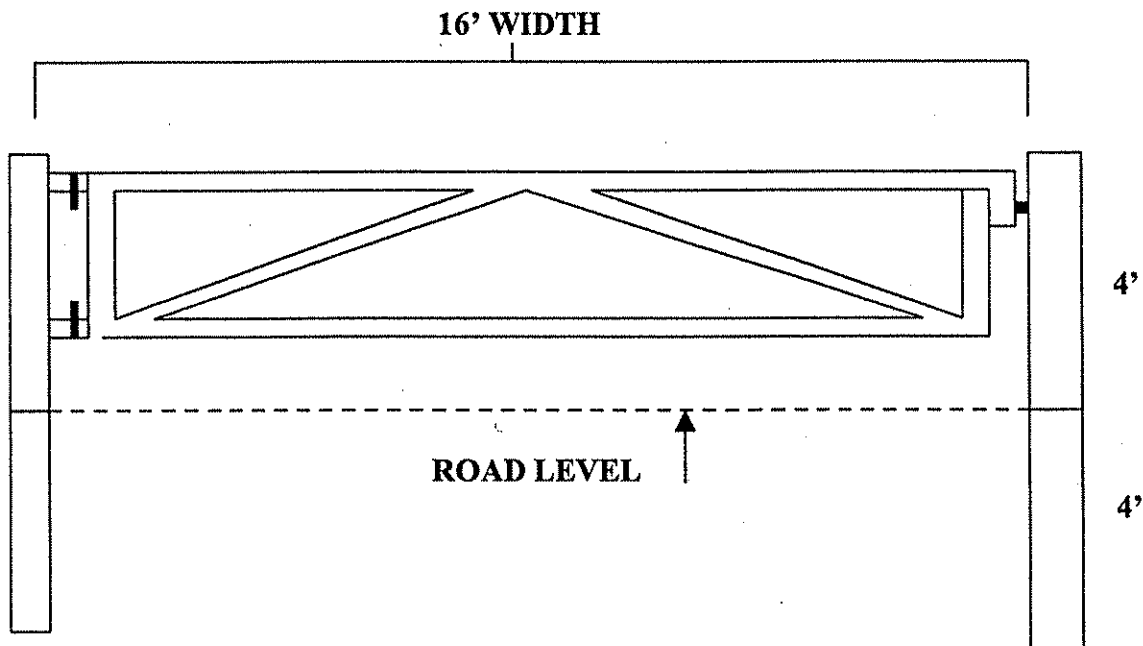
SPECIAL RECLAMATION

SPILL CONTAINMENT

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

BUYER CB-23	PAGE 87	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

BEHAM GROUP 120-79



**NOTE: GATE WILL BE CONSTRUCTED OF 4" STEEL PIPE WITH 8" POSTS
GATE LOCKING MECHANISMS WILL BE WORKED TO ACCEPT 2
LOCKS. GATE WILL BE ATTACHED SO THAT IT CANNOT BE LIFTED OFF
THE HINGES. GATE WILL BE CONSTRUCTED PER DEP PERSONNEL
DIRECTION ON SITE.**

OFFICE OF SPECIAL RECLAMATION	
SITES 1, and 2 ENTRANCE GATE TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
_____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____

(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**

BID BOND PREPARATION INSTRUCTIONS

AGENCY _____ (A)
RFQ/RFP# _____ (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper
right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid
bond is 5% of total bid. You may state
"5% of bid" or a specific amount on
this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice
President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the
Surety

NOTE: Dated, Power of Attorney with Raised
Surety Seal must accompany this bid
bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
_____ (C) of _____ (D), _____ (E),
as Principal, and _____ (F) of _____ (G),
_____ (H), a corporation organized and existing under the laws
of the State of _____ (I) with its principal office in the City of
_____ (J), as Surety, are held and firmly bound unto The State
of West Virginia, as Obligee, in the penal sum of _____ (K)
(\$ _____ (L)) for the payment of which, well and truly to be made,
we jointly and severally bind ourselves, our heirs, administrators, executors,
successors and assigns.

The Condition of the above obligation is such that whereas the Principal
has submitted to the Purchasing Section of the Department of Administration
a certain bid or proposal, attached hereto and made a part hereof to enter into a
contract in writing for _____ (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a
contract in accordance with the bid or proposal attached hereto and shall furnish
any other bonds and insurance required by the bid or proposal, and shall in all
other respects perform the agreement created by the acceptance of said bid then
this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the
Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the
obligations of said Surety and its bond shall be in no way impaired or affected by
any extension of time within which the Obligee may accept such bid: and said
Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their
hands and seals, and such of them as are corporations have caused their corporate
seals to be affixed hereto and these presents to be signed by their proper officers,
this _____ (N) day of _____ (O), 20 _____ (P).

Principal Corporate Seal

(R)

(U)
Surety Corporate Seal

(Name of Principal)
By _____
(Must be President or
Vice President)

Title

(V)
(Name of Surety)

(W)
Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to
transact surety insurance. Raised Corporate Seals must be affixed and a Power of
Attorney must be attached.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____